

**DEKALB COUNTY GOVERNMENT
COUNTY BOARD MEETING**

April 15, 2015

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. Employee Service Awards
6. Persons to be Heard from the Floor
7. Proclamation - None
8. Appointments for this Month:
 - a. **Regional Plan Commission:** City of Sandwich: Les Redden appointed for a term beginning April 1, 2015 and expiring March 31, 2018.
 - b. **Board of Review:** Gerald Wahlstrom and Marlin Chaplin both reappointed for terms beginning May 1, 2015 and expiring April 30, 2017.
 - c. **Board of Review - Alternates:** Daniel Cribben, Robert Merriman, and Michael Miner all reappointed for terms that begin May 1, 2015 and expire April 30, 2016.
 - d. **Farmland Assessments:** Charles Payne reappointed for a term beginning May 1, 2015 and expiring April 30, 2017.
9. Reports from Standing Committees & Ad Hoc Committees

PLANNING & ZONING COMMITTEE

- a. **Ordinance O2015-02:** Amending a Special Use Permit Granted to the DeKalb County Animal Welfare League on Property Located at 16173 Baseline Road in Genoa Township. *The DeKalb County Board does hereby approve an Amendment to the Special Use Permit granted to the DeKalb County Animal Welfare League by DeKalb County Ordinance 75-2 for the operation of an animal shelter and is hereby approved to allow a new building and certain improvements to the subject property located at 16173 Baseline Road in Genoa Township. **Committee Action: It was moved with conditions by Mr. Oncken, seconded by Mr. O'Barski and it was carried unanimously to forward the Ordinance to the full County Board recommending approval.***

COUNTY HIGHWAY COMMITTEE

- a. **Resolution R2015-22:** Award Resolution for the 2015 Seal Coat Project. *The DeKalb County Board does approve an award for the lowest bid submitted meeting specifications to Civil Constructors, Inc. of Freeport, Illinois for single seal coating of 38.6 miles of roadway and double seal coating of 3.48 miles of roadway for the County and various Road Districts within DeKalb County in the amount of \$926,198.44. **Committee Action: Vice Chair O'Barski moved and Mr. Frieders seconded to forward this resolution to the full County Board recommending approval. Motion passed unanimously.***

- b. **Resolution R2015-23:** Award Resolution for Section 15-XX000-0X-GM Hot Mix Asphalt Patching (County & Road Districts). *The DeKalb County Board does approve an award for the lowest bid submitted meeting specifications to Curran Contracting Company of Crystal Lake, Illinois for hot-mix patching of various roads for the County and various Road Districts within DeKalb County in the amount of \$98,925.00.* **Committee Action: Mr. Metzger moved and Vice Chair O’Barski seconded a motion to forward this resolution to the full County Board recommending approval. Motion passed unanimously.**
- c. **Resolution R2015-24:** Award Resolution for 2015 Drainage Pipe Project (Road Districts). *The DeKalb County Board does approve an award for the lowest bid meeting specifications to Metal Culverts, Inc. of Jefferson City, Missouri for the delivery of drainage pipe culverts and bands as specified to various locations within DeKalb County in the amount of \$11,871.10.* **Committee Action: Mr. Pietrowski moved and Vice Chair O’Barski seconded a motion to forward this resolution to the full County Board recommending approval. Motion passed unanimously.**
- d. **Resolution R2015-25:** Award Resolution for 2015 Rejuvenator Project (County & Road Districts). *The DeKalb County Board does approve an award for the lowest bid meeting specifications to Corrective Asphalt Materials, LLC of South Roxana, Illinois for the application of 167,660 square yards of rejuvenator-reclamite and 41,615 square yards of rejuvenator-CRF on various roads and parking lots in DeKalb County and Mayfield Road Districts in the amount of \$185,326.45.* **Committee Action: Mr. Luebke moved and Mr. Frieders seconded a motion to forward this resolution to the full County Board recommending approval. Motion passed unanimously.**
- e. **Resolution R2015-26:** Award Resolution for Section 15-XX000-00-GM Road District Aggregate Project. *The DeKalb County Board does award the lowest bids meeting specifications to Wagner Aggregate, Inc. from DeKalb, Illinois for 5,730 tons of aggregate surface course SOR, to be placed in South Grove Road District under Section 15-16000-00-GM in the amount of \$40,625.70, and for 3,650 tons of aggregate surface course SOR, to be placed in Squaw Grove Road District under Section 15-17000-00-GM in the amount of \$43,143.00.* **Committee Action: Vice Chair O’Barski moved and Mr. Luebke seconded a motion to forward this resolution to the full County Board recommending approval. Motion passed unanimously.**
- f. **Resolution R2015-27:** Award Resolution for Section 13-003236-00-RS Chicago Road Resurfacing Project. *The DeKalb County Board does award the lowest bid meeting specifications to Builders Paving, LLC from Hillside, Illinois for the hot mix overlay with other incidental work on 4.56 miles of Chicago Road between Maplewood Road and Somonauk Road in the amount of \$852,584.00.* **Committee Action: Mr. Metzger moved and Vice Chair O’Barski seconded a motion to forward this resolution to the full County Board recommending approval. Motion passed unanimously.**

- g. **Resolution R2015-28:** Award Resolution for the 2015 Forest Preserve Bike Path Project. *The DeKalb County Board does award the lowest bid meeting specifications to Curran Contracting Company of Crystal Lake, Illinois for the hot mix overlay, pavement removal, installation of Detectable Warning Pads and other incidental work on 2.6 miles of the Peace Road Bike Path from Pleasant Street north to Bethany Road in the amount of \$88,646.15.* **Committee Action: Mr. Pietrowski moved and Mr. Metzger seconded a motion to forward this resolution to the full County Board recommending approval. Motion passed unanimously.**
- h. **Resolution R2015-29:** Award Resolution for 2015 Road District Hot Mix Resurfacing Projects. *The DeKalb County Board does award the lowest bids meeting specifications to Builders Paving LLC, of Hillside, Illinois for the hot-mix resurfacing of 2 miles of Hinckley Road in Pierce Road District in the amount of \$164,178.80, for the hot-mix resurfacing of 4.3 miles of Governor Beveridge Highway in Somonauk Road District in the amount of \$174,893.00, for the hot-mix resurfacing of Briel Court and Bianca Lane in Squaw Grove Road District in the amount of \$59,406.80, and for the hot-mix resurfacing of 2.55 miles of Wesson Road in Victor Road District in the amount of \$266,372.50. The DeKalb County Board also awards the lowest bids meeting specifications to Peter Baker & Son of Lake Bluff, Illinois for the hot-mix resurfacing of 2.65 miles of Mt. Hunger Road in Sycamore Road District in the amount of \$184,315.76, and for the hot-mix resurface of 2.51 miles of Bethany Road and Pleasant Street in Cortland Road District in the amount of \$295,514.00.* **Committee Action: Vice Chair O'Barski moved and Mr. Pietrowski seconded a motion to forward this resolution to the full County Board recommending approval. Motion passed unanimously.**
- i. **Resolution R2015-30:** Award Resolution for Section 05-00211-00-BR Suydam Road Bridge. *The DeKalb County Board does award the lowest bid meeting specifications to Martin & Company Excavating of Oregon, Illinois for the removal of the existing single span bridge and the construction of a single span steel beam bridge with a reinforced concrete deck on closed pile bent abutments and other incidental work on Suydam Road, west of Governor Beveridge Highway in the amount of \$476,883.10.* **Committee Action: Mr. Metzger moved and Mr. Frieders seconded a motion to forward this resolution to the full County Board recommending approval. Motion passed unanimously.**

ECONOMIC DEVELOPMENT COMMITTEE

No Business

HEALTH & HUMAN SERVICES COMMITTEE

- a. **Resolution R2015-34:** Public Transportation Capital Assistance Grant. *The DeKalb County Board does hereby authorize and direct the County Administrator to execute and file an application to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant for the purpose of off-setting certain public transportation facility capital costs of DeKalb County.* **Committee Action: Mr. Porterfield moved and Ms. Askins seconded a motion to forward this resolution to the full County Board recommending approval. Motion passed unanimously.**

LAW & JUSTICE COMMITTEE

No Business

FINANCE COMMITTEE

- a. **Resolution R2015-31:** Assignment of Interest. *The DeKalb County Board hereby authorizes the Chairman of the DeKalb County Board to execute written assignments of the County's aforesaid interest sufficient to transfer such interest to the City of DeKalb, Illinois, including, without limitation, written assignments of said Certificate 2010-00280 for parcel number 08-27-279-027 and of the rights of the County under the provisions of the said Order in Cause No. 13-TX-55, in exchange for the sum of \$250.00 to be paid to the Treasurer of De Kalb County Illinois, for disbursement according to law. **Committee Action: It was moved by Mrs. Tobias, seconded by Mr. Jones and it was moved unanimously to forward the resolution to the full County Board recommending approval.***
- b. **Resolution R2015-32:** Assignment of Interest. *The DeKalb County Board hereby authorizes the Chairman of the DeKalb County Board to execute written assignments of the County's aforesaid interest sufficient to transfer such interest to the City of DeKalb, Illinois, including, without limitation, written assignments of said Certificate 2010-00281 for parcel number 08-27-279-029 and of the rights of the County under the provisions of the said Order in Cause No. 13-TX-55, in exchange for the sum of \$250.00 to be paid to the Treasurer of De Kalb County Illinois, for disbursement according to law. **Committee Action: It was moved by Mrs. Tobias, seconded by Mr. Jones and it was moved unanimously to forward the resolution to the full County Board recommending approval.***
- c. **Resolution R2015-33:** Amending the DeKalb County Cafeteria Plan to Remove the Individual Insurance Policy Provision under Health Insurance Benefits Section 4.4. *The DeKalb County Board does hereby approve that the DeKalb County Cafeteria Plan is amended retroactively to January 1, 2014 by accepting the new attached Plan Document in its entirety and that this new Plan will supersede all the provisions of the previous Plan and that the Finance Director is authorized and directed to execute and deliver to the Administrator of the Plan any and all documents necessary to amend the Plan Document. **Committee Action: It was moved by Mr. Luebke, seconded by Mr. Jones and it was carried unanimously to forward the resolution to the full County Board recommending approval.***
- d. **Claims Being Paid in April 2015:** Move to approve the payment of claims incurred and not paid since the last meeting, and the off cycle claims paid during the previous month, in the amount of \$5,993,790.54.

- e. **Reports of County Officials:** Move to accept and place on file the following Reports of County Officials:

1. Cash & Investments in County Banks – March 2015
2. Public Defender’s Report – March 2015
3. Adult & Juvenile Monthly Reports – March 2015
4. Sheriff’s Jail Report – March 2015
5. Planning & Zoning Building Permits & Construction Reports - March 2015

EXECUTIVE COMMITTEE

- a. **Resolution R2015-35:** A Resolution Calling for the Governor and General Assembly to Protect Necessary Funding for County Government. *The DeKalb County Board hereby urges the Governor and the Illinois General Assembly to reconsider their proposals to reduce funding for County Government and to responsibly fund County Government at levels that allow Counties to carry out their necessary and legally obligated duties and functions.* **Committee Action: It was moved by Mr. Jones, seconded by Mrs. Haji-Sheikh and it was moved unanimously to forward the resolution to the full County Board recommending approval.**
- b. **Resolution R2015-36:** A Resolution Authorizing the County Board Chairman to Sign Agreements. *The DeKalb County Board hereby authorizes the County Board Chairman to sign agreements with the City of Sycamore in Relation to Obtaining a Special Use Permit for the Property at 491 E. State Street in Sycamore, IL for the purpose of the DeKalb County Drug Court’s Sober Living Home program.* **Committee Action: Mr. Jones moved and Mr. Frieders seconded a motion to forward this resolution to the full County Board recommending approval. Motion carried unanimously.**
- c. **Jail Financing Package Presentation:** Gary Hanson, County Administrator

10. Old Business
11. New Business

- a. **Appointments Scheduled to be made in the Month of May 2015**
1. Building Board of Appeals – 1 position

12. Adjournment

Moving Forward

JAIL EXPANSION PACKAGE

Administrative Proposal
Jail Solutions Committee
March 17, 2015

WHY RIGHT NOW?

- Bond Market is Very Favorable
- Construction Costs Are Increasing with Inflation
- Referendum Not Required
- Can Still Make 2016 Construction Season
- Stimulate DeKalb County's Economy, Not Economy of Other Counties

FITTING THE PIECES TOGETHER



... doing what we originally promised ...

COMFORT LEVEL FACTORS

SCALABLE

PRACTICAL

PRUDENT

ACCEPTABLE RISK

PACKAGE SUMMARY

- **32** Million Dollar Project
- **83** Beds from Current Jail (*Down from 89 Beds*)
- **80** Beds Constructed (*Total Capacity = 163 Beds*)
- **133** Beds Filled & Funded at Opening
- **56** Future Beds in Constructed Shell Space

3-PART FINANCING PLAN FOR \$32,000,000

1. Minimum Guaranteed Landfill Revenue (*Years 2016 - 2045*)
2. County Farm Sales Tax (*Years 2029-2033*)
3. Internal Borrowing (*As Needed*)

2015 OPERATING COST PROJECTION

(CURRENT) 89 BEDS 128 POPULATION	103 BEDS	133 BEDS	163 BEDS	219 BEDS
TOTAL COST	\$5,157,100	\$5,101,000	\$5,306,600	\$6,031,200
FY 2015 BUDGET	(\$4,704,500)	(\$4,704,500)	(\$4,704,500)	(\$4,704,500)
NEW MONEY NEEDED	\$452,600	\$396,500	\$602,100	\$1,326,700

Note: The FY 2015 Budget is based on 128 inmates. This reflects a reduction of 10 inmates from historical averages due to implementation of the Pre-Trial Release Program in June, 2014.

USING LANDFILL REVENUE MINIMUM TO MAXIMUM

\$600,000

- New Operating Costs for 133 Beds **\$400,000**
- Interest on Internal Borrowing **\$ 60,000**
- Safety Net **\$140,000**

Revenue Over Minimum Guarantee **\$600,000**

ACCEPTING REASONABLE RISK

- Committing immediately to architect drawings
- Assembling a bond team and preparing documents
- Selling bonds in the Fall of 2015
- Scaling amount of finished space reviewed in late 2016
- Succeeding with jail population reductions is not a negative "over-build"

ACCEPTING REASONABLE RISK



- Airline Fuel
Sales Tax = \$2,500,000

TIMELINE

2015	<ul style="list-style-type: none"> • APRIL – Begin Construction Drawings • OCTOBER – Bond Sale
2016	<ul style="list-style-type: none"> • JANUARY – Award Construction Contracts • MAY – Construction Starts
2018	<ul style="list-style-type: none"> • JULY – Opening of Expanded Jail



“LET US BEGIN...”

EMPLOYEE SERVICE AWARDS

April

2015

SUN

MON

TUE

WED

THU

FRI

SAT

35 YEARS OF SERVICE

None

30 YEARS OF SERVICE

None

25 YEARS OF SERVICE

None

20 YEARS OF SERVICE

Molly S. Nicholson

04/17/1995

Health Department

15 YEARS OF SERVICE

Carolyn J. Parnow

04/17/2000

Sheriff's Department

10 YEARS OF SERVICE

Ligita E. Ragan
Merle D. Carter

04/12/2005
04/26/2005

Rehab & Nursing
Planning, Zoning & Bldg

5 YEARS OF SERVICE

None

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

STATE OF ILLINOIS)
)SS
COUNTY OF DEKALB)

ORDINANCE 2015-02

**AN ORDINANCE AMENDING A SPECIAL USE PERMIT
GRANTED TO THE DEKALB COUNTY ANIMAL WELFARE LEAGUE
ON PROPERTY LOCATED AT 16173 BASELINE ROAD
IN GENOA TOWNSHIP**

WHEREAS, the DeKalb County Animal Welfare League has filed an application for an Amendment to a Special Use Permit granted by DeKalb County Ordinance 75-2 to permit a new building on the animal shelter property, said property being located at 16173 Baseline Road in unincorporated Genoa Township, zoned A-1, Agricultural District, and legally described in Exhibit "A," attached hereto; and

WHEREAS, following due and proper notice by publication in the Daily Chronicle not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all owners of property abutting the subject property at least ten (10) days prior thereto, the DeKalb County Hearing Officer conducted a public hearing on March 12, 2015, at which the petitioners presented evidence, testimony, and exhibits in support of the requested Amendment to the Special Use Permit, and no members of the public testified in favor of the petition and none in opposition thereto; and

WHEREAS, based on the evidence, testimony and exhibits, the Hearing Officer has made his findings of fact and recommended that the amendment to the Special Use Permit be granted, as set forth in the Findings of Fact and Recommendation of the DeKalb County Hearing Officer, dated March 12, 2015, a copy of which is appended hereto as Exhibit "B"; and

WHEREAS, the Planning and Zoning Committee of the DeKalb County Board has reviewed the exhibits presented at the aforesated public hearing and has considered the findings of fact and recommendations of the Hearing Officer, and has forwarded to the DeKalb County Board a recommendation of approval of an ordinance to grant the Amendment to the Special Use Permit; and

WHEREAS, the DeKalb County Board has considered the recommendation of the Planning and Zoning Committee and the findings of fact and recommendation of the Hearing Officer, and the DeKalb County Board has determined that granting the Amendment to the Special Use Permit to allow the proposed building is consistent with the requirements established by Section 9.02.B.3. of the DeKalb County Zoning Ordinance;

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

SECTION ONE: The Findings of Fact and Recommendation of the DeKalb County Hearing Officer, Exhibit "B" attached hereto, is hereby accepted, and the findings of fact set forth therein are

hereby adopted as the findings of fact and conclusions of the DeKalb County Board.

SECTION TWO: Based on the findings of fact of the Hearing Officer, an Amendment to the Special Use Permit granted to the DeKalb County Animal Welfare League by DeKalb County Ordinance 75-2 for the operation of an animal shelter is hereby approved to allow a new building and certain improvements to the subject property, said property being legally described in Exhibit "A" attached hereto.

SECTION THREE: Approval of this Amendment to a Special Use Permit is subject to the following conditions:

1. That the proposed building and site improvements to the subject property be constructed and operated in substantial accordance with the plans and documents submitted as part of the application for the Amendment, and with the testimony and exhibits presented at the public hearing conducted for the same; and
2. That use or construction of the building shall have commenced within three years of the date of this Ordinance, after which time this Amendment shall become null and void unless an extension of the deadline to begin use or construction is granted by majority vote of the Planning and Zoning Committee of the DeKalb County Board.


SECTION FOUR: This Ordinance shall be in full force and effect upon its adoption by the County Board of DeKalb County, Illinois.

PASSED BY THE COUNTY BOARD THIS 15TH DAY OF APRIL, 2015, A.D.



Chairman, DeKalb County Board

ATTEST:



County Clerk



Legal Description of Subject Property

That part of the east half of the Southwest quarter of Section 34, Township 42 North, Range 5 East of the Third Principal Meridian, described as follow: Beginning at the Southeast corner of said Southwest quarter; Thence Westerly, along the South line of said Southwest quarter, a distance of 323.94 feet; Thence North 0°11'31" West, parallel with the East line of said Southwest quarter, a distance of 672.35 feet; Thence Easterly, parallel with the South line of said Southwest quarter, a distance of 323.94 feet to the East line of said Southwest quarter; Thence South 0°11'31" East, along said East line, a distance of 672.35 feet to the point of beginning, all in Genoa Township, DeKalb County, Illinois.

P.I.N. 03-34-300-005

PETITION: GE-15-01

DATE: March 12, 2015

FINDINGS OF FACT

This matter comes before the DeKalb County Zoning Hearing Officer on March 12, 2015 for consideration of petition from the DeKalb County Animal Welfare League proposing to construct a new building for the DeKalb County Animal Shelter on its property located at 16173 Baseline Road in Genoa Township. The property is zoned A-1, Agricultural District and the animal shelter operates under a Special Use Permit and therefore, a proposed new building will require an Amendment to the Special Use Permit.

The application of the Petitioner was duly filed in accord with the DeKalb County Code. The Petition and its attachments are incorporated into the Record of Proceedings herein by reference.

Publication of Notice

The notice of public hearing has been duly published in accord with the DeKalb County Code. A certificate of publication has been received into the Record and reflects publication in the Daily Chronicle on February 21-22, 2015. Correspondence has been sent to all adjacent property owners.

Location of Subject Property

The subject property is located at 16173 Baseline Road, Genoa, Illinois, and is part of the East Half of the Southwest Quarter of Section 34, Township 42 North, Range 5 East of the Third Principal Meridian, in Genoa Township, DeKalb County, Illinois.

Site Characteristics

A. Location - Access

The subject parcel totals five acres and is presently zoned A-1, Agricultural District subject to a Special Use Permit to allow the property to be used for an animal shelter. The animal shelter has been there for approximately 30 years. Access is to Baseline Road and Grant Road, being a parcel that lies approximately three miles from the city of Genoa, Illinois, the nearest incorporated community. The unified future land use plan of the DeKalb County Unified Comprehensive Plan recommends agricultural use of the subject property.

B. Proposed Use

Plans call for the construction of a 5,000 square foot building that will house eight residential senior dogs and up to ten senior cats.

C. Correspondence and notes

Correspondence was received from Karen Miller of the Illinois Department of Natural Resources indicating that the Department concludes that adverse affects on natural resources by the project are "unlikely"; a letter dated September 23, 2014 from Dean Johnson of the DeKalb County Soil & Water Conservation District, which recommended that the DeKalb County Health Department recommend a new septic system for the site, and that any surface runoff from cleaning of kennels should pass through a vegetated filter strip; a letter dated January 26, 2015 from Genoa Township Road Commissioner, Keith Butz, indicating approval of a new culvert on Grant Road for the property; a note from Mike Kenyon of Kenyon Brothers, owners of adjoining property indicating no objection to the proposal; a comment from John Damisch, also the owner of adjacent property, who advised the petitioner that he had no objection to the proposal; and a staff report from Paul Miller, Planning Director, dated February 26, 2015.

D. Persons appearing on behalf of the Petitioner

Petitioner was represented by Roberta Sboaf, who is the administrator of the DeKalb County Animal Welfare facility. She stated that they wished to construct a 5,000 square foot building for senior dogs and senior cats. These would be animals that are not up for adoption but whose owners are no longer able to care for them. They anticipate that they would be able to house eight residential senior dogs and up to ten senior cats. The building would contain a 1200 square foot indoor exercise / day care / training area, and a grooming area for in-house grooming. She stated that the new facility would not change their current operation but would be in addition to their existing shelter. She also stated that in order to get funding for the project, they would like to have this amendment passed, but not begin work on the project until they are able to obtain the necessary funding. She stated that a three year limit on this would be acceptable.

She stated that she did intend to install a new septic system, and a vegetated filter strip as recommended.

With regard to parking, they are requesting a waiver of the requirement that the surface of the parking lot be concrete or asphalt, although the proposed space for the handicap would be paved, striped, and signed, as would be the proposed walkway to the building. They also seek waiver of the barrier curb and the landscaping requirements. She stated they would be willing to install the parking blocks. She also stated that they would amend their site plan to show that the parking spaces would be 19 feet by 32 feet in size. She stated that the staff recommendation that two, three inch caliper deciduous trees be installed, was agreeable.

The Petitioner stated that they would do whatever was necessary to prevent drainage onto abutting properties.

With regard to signs, she stated that she wanted a maximum of two signs and they would comply with the county sign requirements.

Lighting would be on the building similar to what they have on their existing building and would be mounted on the building. She stated that there was nothing on the property that was going to be removed.

All pets that died and were not removed by the owners would be cremated at another location.

Mr. Joe Wisniewski of 1107-E Southbridge, Yorkville, representing Wise Construction Services, Inc stated that the structure would be a Wick Building similar to what is on many farmsteads. It would be a pole barn, wood frame, with a finished interior. The exterior would be metal and would be white with red trim, so as to correspond with the present building on the property.

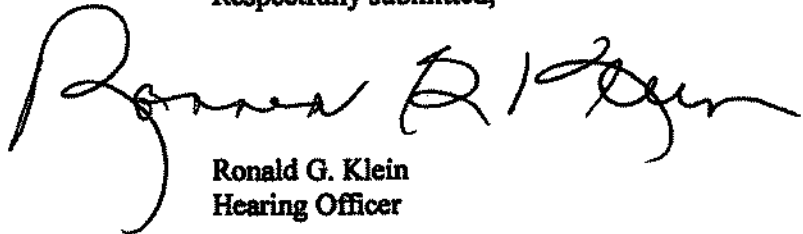
Also submitted into the record was a preliminary site plan prepared by Wendler Engineering Services.

RECOMMENDATION

The undersigned finds that the proposed Special Use complies with all applicable provisions of the applicable district regulations and will not be unreasonably detrimental to the value of other property in the neighborhood. The two adjoining land owners have both indicated that they have no objection and no one else appeared to object to the proposal. It does not appear that the animal shelter, which has been in its present location for nearly 30 years will dominate the immediate neighborhood so as to prevent development and use of neighboring property. The Petitioner has indicated that they will put in a new septic system and will take other steps to control drainage and runoff from cleaning of kennels.

Accordingly, the undersigned hereby recommends approval of the proposed amendment to the Special Use permit, provided the work shall be completed by March 1, 2016.

Respectfully submitted,



Ronald G. Klein
Hearing Officer



DeKalb County
Planning/Zoning/Building Department
110 East Sycamore Street
Sycamore, IL 60178
(815) 895-7188
Fax: (815) 895-1669

MEMORANDUM

TO: Planning and Zoning Committee

FROM: Paul R. Miller, AICP
PRM
Planning Director

DATE: March 13, 2015

SUBJECT: DeKalb Animal Shelter Amendment to a Special Use Permit
Petition GE-15-01

The DeKalb County Animal Welfare League has filed a petition for an Amendment to a Special Use Permit to allow expansion of an existing animal shelter use on property located at 16173 Base Line Road in unincorporated Genoa Township. The five-acre subject property is located at the northwest corner of Grant and Base Line Road, and is zoned A-1, Agricultural District with a Special Use for an animal shelter.

The required public hearing was conducted on March 12, 2015 by DeKalb County Hearing Officer Ron Klein. The petitioner provided testimony and exhibits in support of the requested Amendment to the existing Special Use, including that the proposed building would be for older animals. The petitioner also stated that approval of the proposed building is needed from the County before the Welfare League can start fund raising activities. Staff explained that because the area of the proposed building would exceed 10% of the combined building area covered by the existing Special Use Permit, an Amendment to the Permit is required. Staff expressed some concern over the open-ended nature of the request, and recommended that the approval, if granted, be for only three years. No members of the public spoke in favor of or in opposition to the request.

The Hearing Officer has submitted his findings, and recommends approval of the Amendment to a Special Use Permit with conditions (see attached Findings of Fact). The Planning and Zoning Committee is requested to make a recommendation to the full County Board on the requested Amendment in the form of an ordinance. The Committee may recommend approval, approval with conditions, or denial of the request.

cc: Roberta Shoaf, DeKalb County Animal Welfare League

PRM:prm

P:\Zoning\Special Uses\PRM\2015\AnimalShelter.GE-15-01.wpd

RESOLUTION #R2015-22

WHEREAS, bids have been invited for improvements on various roads in DeKalb County; and

WHEREAS, Civil Constructors, Inc of Freeport, Illinois has submitted the low bid meeting specifications.

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve the award as set forth herein below:


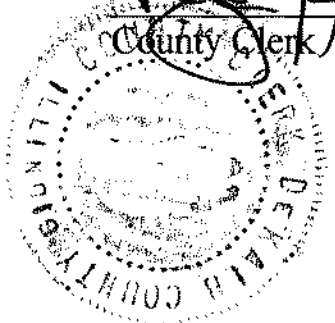
CIVIL CONSTRUCTORS, INC:

In the amount of Nine Hundred Twenty-Six Thousand One Hundred Ninety-Eight Dollars and Forty-Four Cents (\$926,198.44) for single seal coating of 38.6 miles of roadway and double seal coating of 3.48 miles of roadway for the County and various Road Districts within DeKalb County identified as section number 15-XX000-0X-GM.

**PASSED AT SYCAMORE, ILLINOIS THIS 15th DAY OF APRIL, 2015
A.D.**


Chairman, DeKalb County Board

ATTEST:


County Clerk


RESOLUTION #R2015-23

WHEREAS, bids have been invited for improvements on various roads in DeKalb County; and

WHEREAS, Curran Contracting Company of Crystal Lake, Illinois has submitted the low bid meeting specifications.

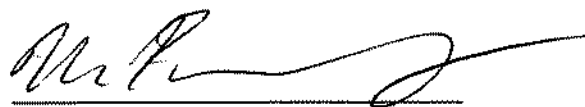
NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve the award as set forth herein below:

CURRAN CONTRACTING COMPANY:

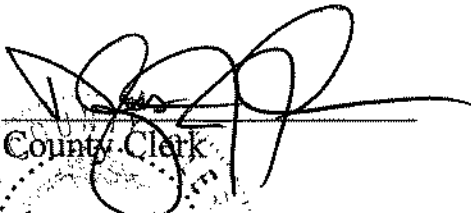
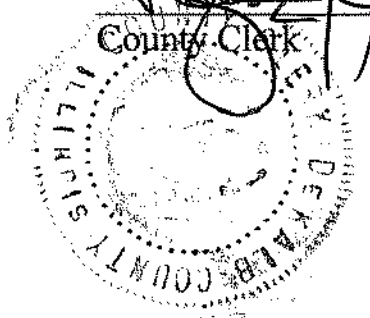
In the amount of Ninety-Eight Thousand Nine Hundred Twenty-Five Dollars and Zero Cents (\$98,925.00) for hot-mix patching of various roads for the County and various Road Districts within DeKalb County identified as section number 15-XX000-0X-GM

PASSED AT SYCAMORE, ILLINOIS THIS 15th DAY OF APRIL, 2015

A.D.


Chairman, DeKalb County Board

ATTEST:


County Clerk


RESOLUTION #R2015-24

WHEREAS, bids have been invited for delivery of certain materials to be used for improvements on various roads in DeKalb County; and

WHEREAS, Metal Culverts, Inc of Jefferson City, Missouri has submitted the low bid meeting specifications.

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve the award as set forth herein below:

METAL CULVERTS, INC:


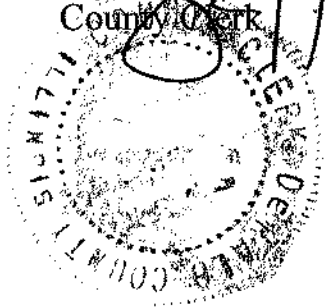
- (a) In the amount of Eleven Thousand Eight Hundred Seventy-One Dollars and Ten Cents (\$11,871.10) for the delivery of drainage pipe culverts and bands as specified to various locations within DeKalb County, identified as section number 2015 Drainage Pipe Project.

PASSED AT SYCAMORE, ILLINOIS THIS 15th DAY OF APRIL, 2015

A.D.


Chairman, DeKalb County Board

ATTEST:


County Clerk


RESOLUTION #R2015-25

WHEREAS, bids have been invited for improvements on Peace, East County Line Roads and two Parking Lots in DeKalb County, and Motel Road in Mayfield Road District; and

WHEREAS, Corrective Asphalt Materials, LLC of South Roxana, Illinois has submitted the only bid meeting specifications.

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve the award as set forth herein below after all known protests, if any, have been settled:

CORRECTIVE ASPHALT MATERIALS:

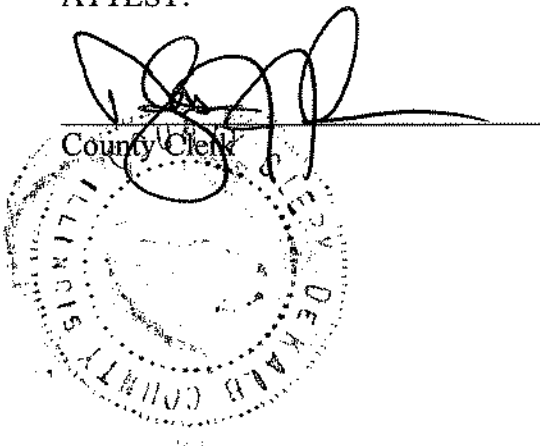
(a) In the amount of One Hundred Eighty-Five Thousand Three Hundred Twenty-Six Dollars and Forty-Five Cents (\$185,326.45) for the application of 167,660 square yards of rejuvenator-reclamite and 41,615 square yards of rejuvenator-CRF on various roads and parking lots in DeKalb County and Mayfield Road Districts, identified as section number 2015 Rejuvenator.

PASSED AT SYCAMORE, ILLINOIS THIS 15th DAY OF APRIL 2015 A.D.



Chairman, DeKalb County Board

ATTEST:



RESOLUTION #R2015-26

WHEREAS, bids have been invited for improvements on various roads in DeKalb County,
and

WHEREAS, Wagner Aggregate, Inc. from DeKalb, Illinois has submitted the low bid
meeting specifications.

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does
approve the award as set forth herein below:

WAGNER AGGREGATE, INC:


- (a) In the amount of Forty Thousand Six Hundred Twenty-Five Dollars and
Seventy Cents (\$40,625.70) for 5,730 tons of aggregate surface course SOR,
to be placed in South Grove Road District under Section 15-16000-00-GM.
- (b) In the amount of Forty-Three Thousand One Hundred Forty-Three Dollars
and Zero Cents (\$43,143.00) for 3,650 tons of aggregate surface course SOR,
to be placed in Squaw Grove Road District under Section 15-17000-00-GM.

PASSED AT SYCAMORE, ILLINOIS THIS 15th DAY OF APRIL, 2015 A.D.

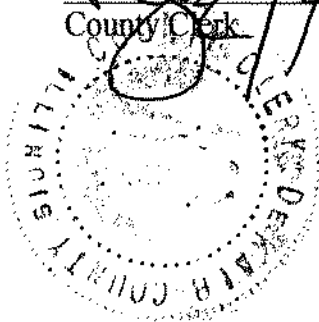


Chairman, DeKalb County Board

ATTEST:



County Clerk



RESOLUTION
#R2015-27

WHEREAS, bids have been invited for improvements on Chicago Road located in Victor and Somonauk Townships, DeKalb County; and

WHEREAS, Builders Paving, LLC from Hillside, Illinois has submitted the low bid meeting specifications.

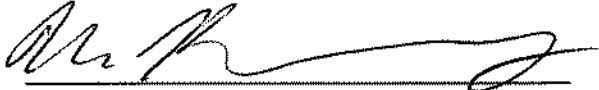
NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve the award as set forth herein below:

BUILDERS PAVING, LLC:

In the amount of Eight Hundred Fifty-Two Thousand Five Hundred Eighty-Four Dollars and Zero cents (\$852,584.00) for the hot mix overlay with other incidental work on 4.56 miles of Chicago Road between Maplewood Road and Somonauk Road, identified as section number 13-00236-00-RS.

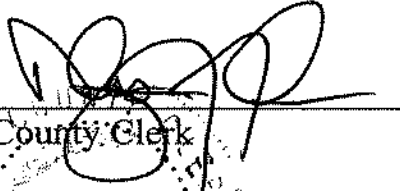
PASSED AT SYCAMORE, ILLINOIS THIS 15th DAY OF APRIL, 2015

A.D.

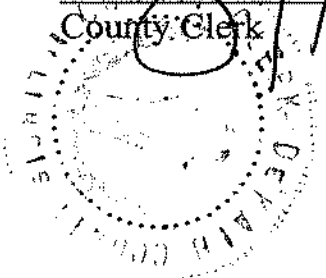


Chairman, DeKalb County Board

ATTEST:



County Clerk



**RESOLUTION
#R2015-28**

WHEREAS, bids have been invited for improvements on the Peace Road Bike Path in DeKalb County; and


WHEREAS, Curran Contracting Company of Crystal Lake, Illinois has submitted the low bid meeting specifications.

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve the award as set forth herein below:

CURRAN CONTRACTING COMPANY:


In the amount of Eight-Eight Thousand Six Hundred Forty-Six Dollars and Fifteen Cents (\$88,646.15) for the hot mix overlay, pavement removal, installation of Detectable Warning Pads and other incidental work on 2.6 miles of the Peace Road Bike Path from Pleasant Street north to Bethany Road, identified as section 2015 Forest Preserve Bike Path.

**PASSED AT SYCAMORE, ILLINOIS THIS 15th DAY OF APRIL, 2015
A.D.**




Chairman, DeKalb County Board

ATTEST:



County Clerk


The seal is circular with the text "DEKALB COUNTY, ILLINOIS" around the perimeter. In the center, it says "COUNTY CLERK".

RESOLUTION #R2015-29

WHEREAS, bids have been invited for improvements on various roads in DeKalb County,
and

WHEREAS, Builders Paving LLC, of Hillside, Illinois and Peter Baker & Son of Lake Bluff,
Illinois have submitted the low bids meeting specifications.

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does
approve the awards as set forth herein below:

BUILDERS PAVING LLC:

- (a) In the amount of One Hundred Sixty-Four Thousand One Hundred Seventy-Eight Dollars and Eighty cents (\$164,178.80) for the hot-mix resurfacing of 2 miles of Hinckley Road in Pierce Road District, under Section 15-12000-00-GM.
- (b) In the amount of One Hundred Seventy-Four Thousand Eight Hundred Ninety-Three Dollars and Zero Cents (\$174,893.00) for the hot-mix resurfacing of 4.3 miles of Governor Beveridge Highway in Somonauk Road District, under Section 15-15000-00-GM.
- (c) In the amount of Fifty-Nine Thousand Four Hundred Six Dollars and Eight Cents (\$59,406.80) for the hot-mix resurfacing of Briel Court and Bianca Lane in Squaw Grove Road District, under Section 15-17000-01-GM.
- (d) In the amount of Two Hundred Sixty-Six Thousand Three Hundred Seventy-Two Dollars and Fifty Cents (\$266,372.50) for the hot-mix resurfacing of 2.55 miles of Wesson Road in Victor Road District, under Section 15-19000-01-GM.

PETER BAKER & SON COMPANY:

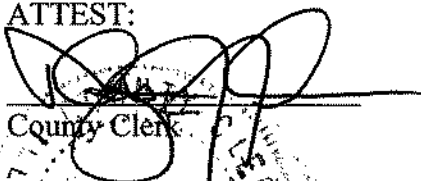
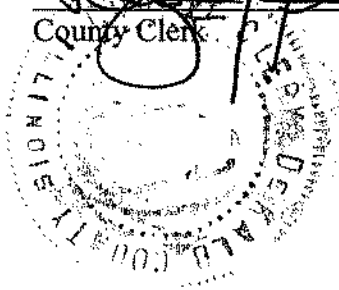
- (a) In the amount of One Hundred Eighty-Four Thousand Three Hundred Fifteen Dollars and Seventy-Six Cents (\$184,315.76) for the hot-mix resurfacing of 2.65 miles of Mt. Hunger Road in Sycamore Road District, under Section 15-18000-00-GM.

(b) In the amount of Two Hundred Ninety-Five Thousand Five Hundred Fourteen Dollars and Zero Cents (\$295,514.00) for the hot-mix resurface of 2.51 miles of Bethany Road and Pleasant Street in Cortland Road District, under Section 15-03000-01-GM.

PASSED AT SYCAMORE, ILLINOIS THIS 15th DAY OF APRIL, 2015 A.D.


Chairman, DeKalb County Board

ATTEST:


County Clerk


RESOLUTION
#R2015-30

WHEREAS, bids have been invited for the removal and replacement of an existing single span bridge on Suydam Road over the Buck Branch of Somonauk Creek in Somonauk Township, DeKalb County; and

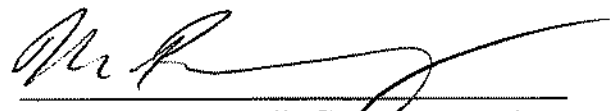
WHEREAS, Martin & Company Excavating of Oregon, Illinois has submitted the low bid meeting specifications.

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve the award as set forth herein below:

MARTIN & COMPANY EXCAVATING:


In the amount of Four Hundred Seventy-Six Thousand Eight Hundred Eight-Three Dollars and Ten Cents (\$476,883.10) for the removal of the existing single span bridge and the construction of a single span steel beam bridge with a reinforced concrete deck on closed pile bent abutments and other incidental work on Suydam Road, west of Governor Beveridge Highway, identified as section 05-00211-00-BR.

PASSED AT SYCAMORE, ILLINOIS THIS 15th DAY OF APRIL, 2015
A.D.




Chairman, DeKalb County Board

ATTEST:



County Clerk



COUNTY HIGHWAY COMMITTEE

April 15, 2015

		Total Bid	Funding Sources			
Resolution #R2015-22: 2015 Seal Coat Project						
			County MFT	County Matching	Township MFT	Township Local
Civil Construction, Inc	\$926,198.44	\$116,735.80	\$95,511.11	\$620,388.07	\$93,563.46	
Beniach Construction Co, Inc.	\$947,718.85					
Engineer's Estimate	\$1,088,300.25					
Resolution #R2015-23: Hot Mix Patching						
			County Highway	Township MFT	Township Local	
Curran Contracting Company	\$98,925.00	\$14,400.00	\$59,866.50	\$24,658.50		
Builders Paving, LLC	\$149,999.00					
Engineer's Estimate	\$122,580.00					
Resolution #R2015-24: Drainage Pipe Project						
			Township MFT	Township Local		
Metal Culverts, Inc	\$11,871.10	\$3,172.00	\$8,699.10			
Engineer's Estimate	\$13,116.00					
Resolution #R2015-25: 2015 Rejuvenator Project						
			County Highway	Township Local		
Corrective Asphalt Materials	\$185,326.45	\$180,830.95	\$4,495.50			
Engineer's Estimate	\$187,823.35					
Resolution #R2015-26: Aggregate Project						
			Township MFT	Township Local		
Wagner Aggregates, Inc	\$83,768.70	\$40,625.70	\$43,143.00			
Engineer's Estimate	\$98,490.00					
Macklin, Inc	\$100,737.00					
Vulcan Materials	Bid 1 project					
Resolution #R2015-27: Chicago Road Resurfacing						
			County MFT	County Matching		
Builders Paving, LLC	\$852,584.00	\$687,500.00	\$165,084.00			
Curran Contracting Company	\$879,974.60					
Engineer's Estimate	\$972,054.00					
Resolution #R2015-28: Peace Road Bike Path						
			Forest Preserve			
Curran Contracting Company	\$88,646.15	\$88,646.15				
Engineer's Estimate	\$92,428.50					
Peter Baker & Son Company	\$118,170.91					
Martin & Company Excavating	\$119,761.00					
Builders Paving, LLC	\$136,478.00					
Resolution #R2015-29: Road District Hot Mix Resurfacing Projects						

Cortland Road District		Township MFT	Township Local
Peter Baker & Son Company	\$295,514.00	\$47,631.80	\$247,882.20
Curran Contracting Company	\$320,756.88		
Builders Paving, LLC	\$339,892.90		
Engineer's Estimate	\$347,364.00		
Martin & Company Excavating	\$389,342.00		

Pierce Road District		Township MFT	Township Local
Builders Paving, LLC	\$164,178.80	\$111,139.15	\$53,039.65
Curran Contracting Company	\$164,975.99		
Engineer's Estimate	\$177,217.00		

Somonauk Road District		Township MFT	Township Local
Builders Paving, LLC	\$174,893.00	\$21,914.06	\$152,978.94
Curran Contracting Company	\$176,218.79		
Engineer's Estimate	\$181,730.00		

Squaw Grove Road District		Township MFT	Township Local
Engineer's Estimate	\$50,278.00		
Builders Paving, LLC	\$59,406.80	\$59,406.80	
Curran Contracting Company	\$65,888.96		
Universal Asphalt & Excavating, Inc.	\$89,670.96		

Sycamore Road District		Township MFT	Township Local
Peter Baker & Son Company	\$184,315.76	\$69,080.00	\$115,235.76
Curran Contracting Company	\$216,803.42		
Builders Paving, LLC	\$217,158.00		
Engineer's Estimate	\$218,400.00		
Martin & Company Excavating	\$242,507.19		

Victor Road District		Township MFT	Township Local
Builders Paving, LLC	\$266,372.50	\$211,559.25	\$54,813.25
Curran Contracting Company	\$267,712.25		
Engineer's Estimate	\$268,815.00		

Resolution #R2015-30: Suydam Road Bridge

		County Bridge
Martin & Company Excavating	\$476,883.10	\$476,883.10
Engineer's Estimate	\$480,372.00	
Riber Construction, Inc.	\$489,595.45	
Sjostrom & Sons, Inc.	\$539,025.00	
Civil Constructors, Inc.	\$540,439.32	
Illinois Constructors Corp.	\$637,780.00	

Resolution R2015-34

Resolution Authorizing Application for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's General Authority to Make Such Grants.

WHEREAS, the provision and improvement of public transportation facilities is essential to the development of a safe, efficient, functional public transportation system; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset certain capital costs of a private non-profit, general public transportation system or an IDDT Certified Public Provider transportation system providing specialized paratransit service; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NDW, THEREFDRE, BE IT RESOLVED BY THE DEKALB CDUNTY BOARD:


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 the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation facility capital costs of DeKalb County.

Section 2. That the County Administrator of the DeKalb County is hereby authorized and directed to execute and file on behalf of the DeKalb County such application.

Section 3. That the County Administrator of the DeKalb County is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation in connection with the aforesaid application for said Grant.


Section 4. That the County Administrator of the DeKalb County is hereby authorized and directed to execute and file on behalf of the DeKalb County all required Grant Agreements with the Illinois Department of Transportation.

PRESENT and ADOPTED the 15th day of April, 2015.

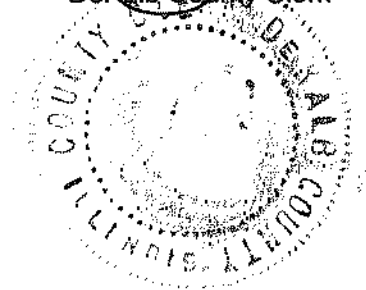


Mark A. Pietrowski, Jr.
DeKalb County Board Chairman

ATTEST:



Douglas J. Johnson
DeKalb County Clerk



SECTION II. APPLICANT INFORMATION

Date Submitted		
Applicant Information		
Legal Name	DeKalb County	
Mailing Address	200 N. Main St., Sycamore, IL 60178	
County/Countries Served	DeKalb County	
Contact Name and Title	Gary Hanson, County Administrator	
Phone (p) and Fax (f)	(815) 895-7125 (p), (815) 895-7284 (f)	
Email	ghanson@dekalbcounty.org	
HSTP Region and/or Urbanized Area (see Appendix E):	Region 3	
Federal Tax ID number (FEIN)	E9997-6196-07	
DUNS Number	029980307	
Type of Applicant (Please Refer to the Table in Part I, A)	<input type="checkbox"/> PRIVATE NON PROFIT <input type="checkbox"/> IDOT CERTIFIED PUBLIC BODY (NO OTHER FTA FUNDS) <input checked="" type="checkbox"/> IDOT CERTIFIED PUBLIC BODY (RECEIVES OTHER FTA FUNDS) <input type="checkbox"/> SECTION 5311 GRANTEE	
For Vehicle Information/ Issues		
Contact and Title	Tom Zucker, Executive Director, Voluntary Action Center	
Email	tzvac@aol.com	
Phone (p) and Fax (f)	(815) 758-3932 (p), (815) 758-0202 (f)	

All Applicants Must Answer These Questions:

Does A Minority Group Manage Your Organization Or Is Operation Minority Based?

Yes No

Does Your Agency Provide Service To Minorities?

Yes No

Does Your Application Have The Support Of Your Local Public Transportation Provider? *

Yes No N/A

*For a searchable map & database of Illinois public transportation providers, please visit the IDOT/UIC TRANPRO Online Portal: <http://www.utc.uic.edu/tranpro/php/clickmap.php>.

By this application, it is the intent of DeKalb County to request vehicle(s) through the State of Illinois' Consolidated Vehicle Procurement (CVP) program; and will meet all applicable state, federal and local acceptance, application and maintenance requirements. I certify that the information and statements provided in this application, and all supporting documents are correct and complete.

April 15, 2015

**Signature of Authorized Representative
(As authorized by Board Resolution)**

Date

Gary H. Hanson

County Administrator

Print name of Authorized Official

Title

SECTION III. VEHICLE REQUEST FORM & BUDGET (TO BE COMPLETED BY ALL APPLICANTS)

Example:

CVP Vehicles Requested			Information on Vehicles for Which Replacement is Requested				
Vehicle Priority	Vehicle Type Requested*	Purpose for Request	Vehicle Type	Vehicle Year	Mileage	VIN	CVP Contract No.
1	MDL	Replacement	MDL	2005	187,000	2P4GP24B1VR2209 36	588
2	LDL	Expansion					

Please fill out the below table to register your 2015 CVP vehicle request.
(Double-click the table to access)

CVP Vehicles Requested			Information on Vehicles for Which Replacement is Requested				
Vehicle Priority	Vehicle Type Requested*	Purpose for Request	Vehicle Type	Vehicle Year	Mileage	VIN	CVP Contract No.
1st	MV	Replacement - Owned Veh.	MV	2005	196,584	1GBDV13LX5D287382	CAP-04-876-CVP
2nd	MDL	Replacement - Owned Veh.	MDL	2008	141,665	1FD4E45S98DB51326	CAP-07-879-CVP
3rd	MV	Replacement - Owned Veh.	MV	2008	143,362	1GBDV13WX8D212034	CAP-04-879-CVP
4th	MV	Replacement - Owned Veh.	MV	2008	139,967	1GBDV12W98D175445	CAP-07-879-CVP
5th	MDL	Replacement - Owned Veh.	MDL	2010	156,455	1FD4E45P39DA89590	CAP-07-879-CVP
6th	SMD	Replacement - Owned Veh.	SMD	2008	209,672	1GBE5V1968F403057	CAP-07-899-CVP

***Requested Vehicle Types and Descriptions (See Appendix F: CVP Vehicle Catalog)**

- MV** - Mini-Van w/ramp (2 wheelchairs/5 passengers)
 - LDL** - Light Duty Paratransit w/lift (3 wheelchairs/ 12 passengers)
 - MDL** - Medium Duty Paratransit w/lift (5 wheelchairs/ 14 passengers)
 - SMD** - Super Medium Duty Paratransit w/lift (5 wheelchairs/ 26 pass.)
- Requires extensive justification. **Drivers must have CDL**

Vehicle Replacement Criteria

To be eligible for replacement, current vehicle must meet either **Criteria 1** or **Criteria 2** at time of application.

Type	Criteria 1	OR	Criteria 2
Autos/Mini-Vans/Raised Roof Vans	95,000 Miles		5 yrs, in documented unsafe & poor operating condition
Light Duty Paratransit Vehicle	100,000 Miles		7 yrs, in documented unsafe & poor operating condition
Medium Duty Paratransit/School Bus	120,000 Miles		8 yrs, in documented unsafe & poor operating condition
Super Medium Duty Paratransit Vehicle (>16 passenger)	180,000 Miles		9 yrs, in documented unsafe & poor operating condition
Heavy Duty Transit Vehicle (>30 pass)	280,000 Miles		10 yrs, in documented unsafe & poor operating condition

If vehicle is eligible for replacement under Criteria 2, please provide documentation supporting reason(s) why the vehicle is in unsafe or poor condition, e.g., photos, receipts, repair estimates, etc. If a vehicle needing replacement did not reach the appropriate mileage criteria before becoming unsafe and/or inoperable, please provide a brief explanation as to why:

A. PROJECT BUDGET (TO BE COMPLETED BY ALL APPLICANTS)

Example:

Vehicle Type	Passengers	No. of Vehicles Requested			Total Units	Unit Cost	Total Cost
		Replacement	Expansion	New Service			
Minivan	6	1			1	\$ 41,000	\$ 41,000
Light Duty	12		2		2	\$ 57,000	\$ 114,000
Medium Duty	14			3	3	\$ 63,000	\$ 189,000
Super-Medium Duty	26				0	\$ 100,000	\$ -
Total 2015 CVP Request		1	2	3	6	\$	344,000

Please enter your vehicle requests into the **blank/white cells below** and make note of your 2014 CVP budget request (*Double-click the table to access*).

Vehicle Type	Passengers	No. of Vehicles Requested			Total Units	Unit Cost	Total Cost
		Replacement	Expansion	New Service			
Minivan	6	3			3	\$ 41,000	\$ 123,000
Light Duty	12				0	\$ 57,000	\$ -
Medium Duty	14	2			2	\$ 63,000	\$ 126,000
Super-Medium Duty	26	1			1	\$ 100,000	\$ 100,000
Total 2015 CVP Request		6	0	0	6	\$	349,000

**RESOLUTION
R2015-31**

WHEREAS, The County of De Kalb, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of De Kalb, as Trustee for the Taxing Districts, has acquired an interest in the following:

DEKALB TOWNSHIP

PERMANENT PARCEL NUMBER: 08-27-279-027

As described within Tax Sale Certificate 2010-00280 sold November 4, 2011, and within the "ORDER DIRECTING COUNTY CLERK TO ISSUE TAX DEEDS..." entered July 7, 2014, in Cause No. 13-TX-55;

And it appearing to the County Board that it would be to the best interest of the County to dispose of its aforesaid interest by assigning the same to the City of De Kalb, Illinois, which is one of the Taxing Districts for which the County acts as Trustee; and

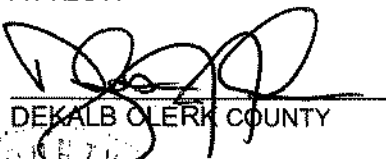
WHEREAS, the City of De Kalb, Illinois, has tendered the sum of \$650.00 for purchase of the County's aforesaid interest, and it having been determined by the County Board and the Agent for the County that the County shall receive from such tender the sum of \$250.00 as a return for its certificate of purchase, and that the Recorder of Deeds shall receive \$50.00 for recording and the remainder is the amount due the Agent under its contract for services rendered as to the said interest of the County;

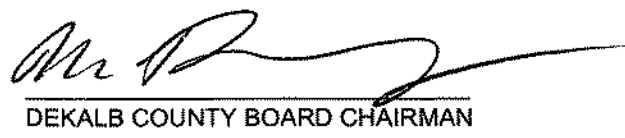
THEREFORE, your County Board recommends the adoption of the following resolution:

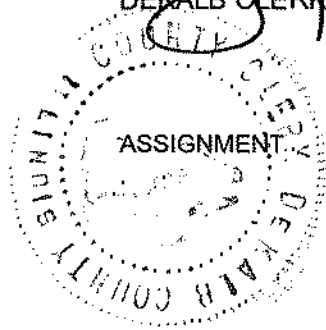
BE IT RESOLVED BY THE COUNTY BOARD OF DE KALB COUNTY, ILLINOIS, that the Chairman of the Board of De Kalb County, Illinois, be and is hereby authorized and directed to execute written assignments of the County's aforesaid interest sufficient to transfer such interest to the City of De Kalb, Illinois, including, without limitation, written assignments of said Certificate and of the rights of the County under the provisions of the said Order in Cause No. 13-TX-55, in exchange for the sum of \$250.00 to be paid to the Treasurer of De Kalb County Illinois, for disbursement according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 15th day of April, 2015.

ATTEST:


DEKALB CLERK COUNTY


DEKALB COUNTY BOARD CHAIRMAN



**RESOLUTION
R2015-32**

WHEREAS, The County of De Kalb, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of De Kalb, as Trustee for the Taxing Districts, has acquired an interest in the following:

DEKALB TOWNSHIP

PERMANENT PARCEL NUMBER: 08-27-279-029

As described in certificate 2010-00281 sold November 4, 2011, and within the "ORDER DIRECTING COUNTY CLERK TO ISSUE TAX DEEDS..." entered July 7, 2014, in Cause No. 13-TX-55; And it appearing to the County Board that it would be to the best interest of the County to dispose of its aforesaid interest by assigning the same to the City of De Kalb, Illinois, which is one of the Taxing Districts for which the County acts as Trustee; and

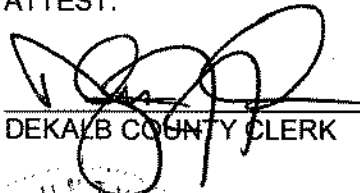
WHEREAS, the City of De Kalb, Illinois, has tendered the sum of \$650.00 for purchase of the County's aforesaid interest, and it having been determined by the County Board and the Agent for the County that the County shall receive from such tender the sum of \$250.00 as a return for its certificate of purchase, and that the Recorder of Deeds shall receive \$50.00 for recording and the remainder is the amount due the Agent under its contract for services rendered as to the said interest of the County;

THEREFORE, your County Board recommends the adoption of the following resolution:

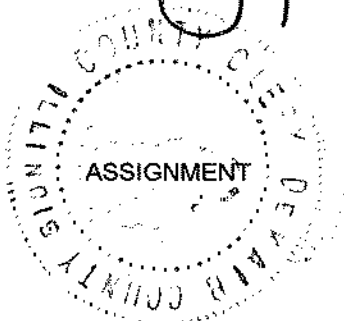
BE IT RESOLVED BY THE COUNTY BOARD OF DE KALB COUNTY, ILLINOIS, that the Chairman of the Board of De Kalb County, Illinois, be and is hereby authorized and directed to execute written assignments of the County's aforesaid interest sufficient to transfer such interest to the City of De Kalb, Illinois, including, without limitation, written assignments of said Certificate and of the rights of the County under the provisions of the said Order in Cause No. 13-TX-55, in exchange for the sum of \$250.00 to be paid to the Treasurer of De Kalb County Illinois, for disbursement according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 15th day of April, 2015.

ATTEST:


DEKALB COUNTY CLERK


DEKALB COUNTY BOARD CHAIRMAN



**RESOLUTION
R2015-33**

**A RESOLUTION AMENDING THE DEKALB COUNTY CAFETERIA
PLAN TO REMOVE THE INDIVIDUAL INSURANCE POLICY
PROVISION UNDER HEALTH INSURANCE BENEFIT SECTION 4.4**

WHEREAS, the firm of Sikich LLP, the County's Cafeteria Plan Administrator, has made the County aware of guidance and notices issued by the Internal Revenue Service that any reimbursement or payment of individual coverage, inside or outside of an Exchange, cannot be made with tax-advantaged funds; and

WHEREAS, Article IV, Section 4.4, Paragraph (b) Individual Insurance Policy of the County's Cafeteria Plan currently allow for such reimbursement with tax advantaged funds; and

WHEREAS, the attached amended Plan Document removes the Individual Insurance Policy provision from Article IV, Section 4.4, Paragraph (b); and

WHEREAS, the Finance Committee has reviewed this amendment and recommends that it be incorporated by approving the attached Plan Document in its entirety;

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that the DeKalb County Cafeteria Plan is amended retroactively to January 1, 2014 by accepting the new attached Plan Document in its entirety and that this new Plan will supersede all the provisions of the previous Plan; and

BE IT FURTHER RESOLVED that the Finance Director is authorized and directed to execute and deliver to the Administrator of the Plan any and all documents necessary to amend the Plan Document as described above.

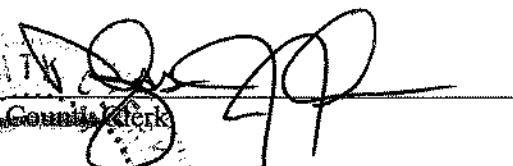
PASSED AT SYCAMORE, ILLINOIS, THIS 15TH DAY OF APRIL, 2015 A.D.

SIGNED:

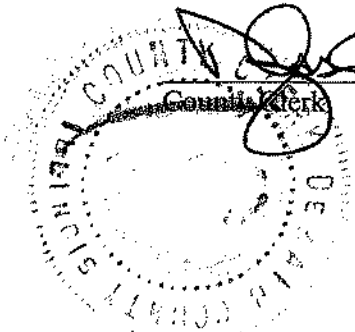


Chairman, DeKalb County Board

ATTEST:



County Clerk



**DEKALB COUNTY
CAFETERIA PLAN**

**AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR
SIKICH LLP**

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**DEKALB COUNTY
CAFETERIA PLAN**

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**DEKALB COUNTY
CAFETERIA PLAN**

INTRODUCTION

The Employer has amended this Plan effective January 1, 2014, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 1, 1990. The Plan shall be known as DeKalb County Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means January 1, 1990.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means DeKalb County Government and any other Employer (as defined in Section 1.2) which shall adopt this Plan; any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. DeKalb County Forest Preserve District is a Participating Employer who will adopt this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Grace Period"** means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.22 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 90 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **Health FSA.** With regard to the Health Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made for claims incurred up to the date of termination and submitted within 90 days after termination.
- (d) **Health FSA treatment.** In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change

in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Health Savings Account Benefit

In addition, except for the Health Savings Account Benefit, each Participant shall have a sufficient portion of his Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (4) Health Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 HEALTH SAVINGS ACCOUNT BENEFIT

Each Participant may elect to have a portion of his Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

4.6 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Section 4.5, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2,500.

(b) **Cost of Living Adjustment.** In no event shall the amount of salary redirections on the Health Flexible Spending Account exceed \$2,500 as adjusted by law. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 125(i)(2). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(c) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the \$2,500 limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to \$2,500 (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to \$2,500 (as adjusted) under each Employer's Health Flexible Spending Account.

(d) **Grace Period.** Payment of expenses from a previous year in the first months of the next Plan Year, the \$2,500 limit applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests

set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Grace Period, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment.

6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

- (1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;
- (2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
 - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
 - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
 - (1) the Spouse's salary or wages if he or she is employed, or
 - (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Grace Period.** Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.
- (j) **Claims for reimbursement.** If a Participant fails to submit a claim within 90 days after the end of the Grace Period, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant

terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Grace Period, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Grace Period, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 90 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan. No amounts attributable to the Health Savings Account shall be subject to the benefit plan surplus.

**ARTICLE IX
ADMINISTRATION**

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X
AMENDMENT OR TERMINATION OF PLAN**

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

**ARTICLE XI
MISCELLANEOUS**

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

DeKalb County Government

By _____
EMPLOYER

**RESOLUTION
R2015-35**

**A RESOLUTION CALLING FOR THE GOVERNOR AND GENERAL ASSEMBLY TO
PROTECT NECESSARY FUNDING FOR COUNTY GOVERNMENT**

WHEREAS, Illinois County Governments are subject to countless unfunded mandates and numerous budget constraints,

WHEREAS, County Governments receive necessary funding through the Local Government Distributive Fund, which is controlled by the State of Illinois, to carry out their duties and functions, and

WHEREAS, proceeds to County Governments were previously reduced by legislative action taken against the Local Government Distributive Fund, and

WHEREAS, proposals presented for consideration would further reduce of disbursements to County and local governments by three (3) percent, and

WHEREAS, County Governments rely on additional revenues and services supplied from several other agencies and units of local government that also rely on the same and other State controlled funds, and

WHEREAS, the Illinois State Senate has taken affirmative steps to advance Senate Bill 274 which seeks to transfer money from several funds that are maintained for the benefit of County Government including but not limited to the Motor Fuel Tax Fund, State and Local Sales Tax Reform Fund, County and Mass Transit District Fund, Local Government Tax Fund, and Personal Property Tax Replacement Fund, and

WHEREAS, these proposed reductions and transfers totaling up to more than \$787,000 annually for DeKalb County further threaten the efficient and responsible operation of County Government.


NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that this Board urges the Governor and the Illinois General Assembly to reconsider their proposals to reduce funding for County Government and to responsibly fund County Government at levels that allow Counties to carry out their necessary and legally obligated duties and functions.

Passed by the County Board of DeKalb County, Illinois this 15th day of April, 2015.



Mark A. Pietrowski, Jr.
DeKalb County Chairman

ATTEST:



Douglas J. Johnson
DeKalb County Clerk



**RESOLUTION
R2015-36**

WHEREAS, the DeKalb County Board and the DeKalb County Drug Court have been seeking a residence to purchase to be used as a Sober Living Home, and

WHEREAS, the property at 491 E. State Street has been identified as an appropriate property to be used for that purpose and said property is now under contract by the County to purchase, subject to obtaining a Special Use Permit from the City of Sycamore, and

WHEREAS, the Sycamore City Council voted against said Special Use Permit on March 2, 2015, but subsequently voted on March 16, 2015 to reconsider their previous decision thereby providing additional time for the County and the City to see if common ground could be found to satisfy Sycamore's concerns about the Sober Living Home, and


WHEREAS, officials from both sides continue to meet in good faith to seek that common ground which would add stipulations to the Special Use Permit that would allow the Sober Living Home to operate at 491 E. State Street and at the same time address safety and operational concerns identified by the City of Sycamore;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby authorize the County Board Chairman, in consultation with the DeKalb County Presiding Judge and the DeKalb County State's Attorney, to complete negotiations regarding various conditions to be assigned to a Special Use Permit for the property at 491 E State Street in Sycamore, IL (Parcel ID# 06-33-301-009) and the Chairman is further authorized to sign all associated documents necessary to perfect said Special Use Permit, including, but not limited to, an Intergovernmental Agreement, with said documents including provisions regarding (a) this property being in a future re-development corridor, (b) a financial contribution in lieu of property taxes, (c) limitations regarding visitors, parking, and smoking, and (d) meetings and notices about the program operation.

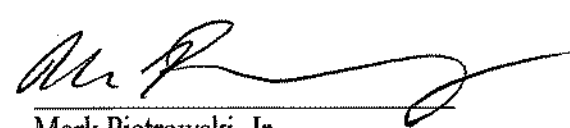
PASSED THIS 15TH DAY OF APRIL, 2015 AT SYCAMORE, ILLINOIS

ATTEST:

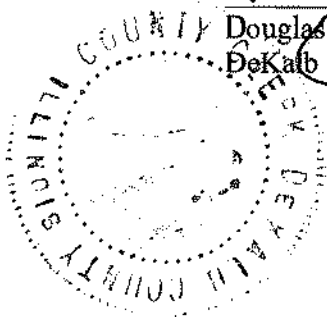
SIGNED:



Douglas J. Johnson
DeKalb County Clerk



Mark Pietrowski, Jr.
County Board Chairman



**DEKALB COUNTY
FOREST PRESERVE DISTRICT
April 15, 2015**

AGENDA

1. Roll Call
2. Approval of Minutes
3. Approval of Agenda
4. Persons to be Heard from the Floor
5. Standing Committee Report
 - a. **Claims Being Paid in April 2015:** Move to approve the payment of claims incurred and not paid since the last meeting, and the off cycle claims paid during the previous month, in the amount of \$54,406.31.
6. Old Business
7. New Business
8. Adjournment