

**DEKALB COUNTY GOVERNMENT
COUNTY BOARD MEETING**

August 19, 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
 - b. Recognition of Special Olympics Bronze Medal Winners
6. Persons to be Heard from the Floor
7. Proclamation:
 - a. **Proclamation P2015-03**: Proclaiming September “Hunger Action Month”
8. Appointments for this Month:
 - a. **DeKalb County Board Member**: Tim Bagby appointed immediately to fill the unexpired term of Riley Oncken to represent County Board District 3 until November 30, 2016. Steve Faivre appointed immediately to fill the unexpired term of Joseph Bassett to represent County Board District 4 until November 30, 2016.

Oaths of Office - conducted by DeKalb County Clerk, Douglas J. Johnson

- b. **County Board Committee Assignments**: Tim Bagby to be appointed immediately to the County Board’s Forest Preserve Committee and Planning & Zoning Committee until November 30, 2016. Steve Faivre to be appointed immediately to the County Board’s Economic Development Committee and Planning & Zoning Committee until November 30, 2016.
- c. **Board of Health**: Keith Foster, JD, appointed immediately to fill the unexpired term of Shannon Barnaby, JD, until December 31, 2015.
- d. **General Assistance Appeal Board**: Jim Hanson and Janice Knudsen both reappointed for three-year terms until June 30, 2018.
- e. **Public Building Commission**: Cheryl Nicholson appointed immediately to fill the unexpired term of George Daugherty until September 30, 2018 and Michael Larson to be reappointed for a five-year term beginning October 1, 2015 until September 30, 2020.
- f. **Somonauk Cemetery Association**: Roy Wahlgren, Jane Thompson, Karl Lundeen, Wendell Chesnut, and Jack Morsch all reappointed for six-year terms beginning September 1, 2015 until August 31, 2021 and Scott Thorp appointed immediately to fill the unexpired term of Jerry Cronin until August 31, 2018.
- g. **South Grove Cemetery Association**: Eleanor Tindall and Henry Burgweger both reappointed for six-year terms beginning September 1, 2015 until August 31, 2021.
- h. **Coon Creek Drainage District**: John Emerson reappointed for a three-year term beginning September 1, 2015 until August 31, 2018.
- i. **Normal Drainage District #13**: Scott Drake reappointed for a three-year term beginning September 1, 2015 until August 31, 2018.

- j. **Shabbona Milan Union Drainage District #1:** Robert Mullins reappointed for a three-year term beginning September 1, 2015 until August 31, 2018.
 - k. **Clinton Shabbona Drainage District #1:** Robert Buckholz reappointed for a three-year term beginning September 1, 2015 until August 31, 2018.
 - l. **Squaw Grove Drainage District #1:** Bill Pfau appointed for a three-year term beginning September 1, 2015 until August 31, 2018.
 - m. **Union Drainage District #4 (Victor Township):** Alan Wiesbrook reappointed for a three-year term beginning September 1, 2015 until August 31, 2018.
9. **PUBLIC HEARING:** A Public Hearing Held in Accordance with the Bond Issue Notification Act Concerning the DeKalb County Jail Expansion Project.
10. Reports from Standing Committees & Ad Hoc Committees

PLANNING & ZONING COMMITTEE

No Business

COUNTY HIGHWAY COMMITTEE

- a. **Resolution R2015-64:** Agreement to Loan Money for Two South Paw Paw Road Bridges (Section 13-11109-01-BR). *The DeKalb County Board hereby agrees to loan \$135,917.81 from County, Township or other available road funds to the Township Bridge Fund for the Paw Paw Road District to construct two bridges on South Paw Paw Road with said funds to be repaid from future Township Bridge Program Funds as they become available. Committee Action: Motion made by Mr. Pietrowski and seconded by Mr. Frieders to forward the resolution to the full County Board recommending approval. The motion passed unanimously.*

ECONOMIC DEVELOPMENT COMMITTEE

- a. **Resolution R2015-65:** Agreement Regarding Operational Funding for the Egyptian Theatre. *The DeKalb County Board does hereby approve, and the Board Chairman is authorized to sign, the attached Intergovernmental Agreement to provide \$25,000 in funding for the Egyptian Theatre in DeKalb, IL for the period of September 15, 2015 through September 14, 2016 and that these monies are hereby appropriated from the County's Opportunity Fund. Committee Action: Motion to approve by Mr. Whelan. Seconded by Mr. Porterfield. Motion carried with four yeas, one nay from Ms. Leifheit, and one abstention from Mr. Pietrowski.*
- b. **Resolution R2015-66:** Resolution to Support the Prairie Band Potawatomi Nation's "Land in Trust" Request. *The DeKalb County Board does support the request of the Prairie Band Potawatomi Nation to the United States Government to acquire the lands in trust located in DeKalb County and that the Board Chairman is hereby authorized to convey that support on behalf of the DeKalb County Board. Committee Action: Motion to approve by Mr. Pietrowski. Seconded by Ms. Leifheit and approved unanimously to forward.*

- c. **Resolution R2015-67:** County-wide Economic Summit Proposal. *The DeKalb County Board hereby approves the proposal submitted by NIU for \$25,125 for an Economic Summit along with the needed steps and information required in advance of said Summit, with said funding coming from the County's generous partners, specifically NIU at \$12,563, the DeKalb County Community Foundation at \$4,200, the DeKalb County Economic Development Corporation providing in-kind staff time, and the County's share of \$8,362, plus ancillary expenses, to come first from remaining monies in the Evergreen Village Operating Fund and any amount remaining from the County's Opportunity Fund, all of which is hereby appropriated. Committee Action: Motion to approve by Mr. Porterfield. Seconded by Ms. Polanco and approved unanimously to forward.*

HEALTH & HUMAN SERVICES COMMITTEE

- a. **Ordinance O2015-07:** Amending the DeKalb County Code to Authorize and Regulate Home Kitchen Operations. *The DeKalb County Board does hereby approve the amendments set forth in the Ordinance in order to authorize and regulate Home Kitchen Operations effective immediately upon passage. Committee Action: Motion to approve by Mr. Reid. Seconded by Ms. Little and approved unanimously to forward.*

LAW & JUSTICE COMMITTEE

No Business

FINANCE COMMITTEE

- a. **R2015-68:** Approval for the Facilities Management Office Director to Fill an Open Position. *The DeKalb County Board does hereby authorize the Facility Management Office Director to fill the position of Maintenance Supervisor at the start of the next pay period and is also authorized to fill the position of Maintenance III after a 75 day moratorium from the passage of this resolution. Committee Action: Motion made by Mr. Reid. Seconded by Mr. Jones and approved unanimously to forward.*
- b. **Claims Being Paid in July 2015:** Move to approve the payment of claims incurred for last month, and the off cycle claims during the previous month, in the amount of \$5,645,763.82.
- c. **Claims to be Paid in August 2015:** Move to approve the payment of claims for this month, and the off cycle claims paid during the previous month, in the amount of \$8,321,467.71.

- d. **Reports of County Officials:** Move to accept and place on file the following Reports of County Officials:
1. Cash & Investments in County Banks – June & July 2015
 2. Public Defender’s Report – June & July 2015
 3. Adult & Juvenile Monthly Reports – June & July 2015
 4. Pretrial Report – June & July 2015
 5. Sheriff’s Jail Report – June & July 2015
6. Planning & Zoning Building Permits & Construction Reports - June & July 2015

EXECUTIVE COMMITTEE

No Business

11. Old Business
12. New Business
13. Adjournment

EMPLOYEE SERVICE AWARDS

July

2015

SUN

MON

TUE

WED

THU

FRI

SAT

30 YEARS OF SERVICE

None

25 YEARS OF SERVICE

William G. Kaminski, Jr.
Craig G. Malone

07/11/1990
07/23/1990

Sheriff's Department
Sheriff's Department

20 YEARS OF SERVICE

None

15 YEARS OF SERVICE

None

10 YEARS OF SERVICE

None

5 YEARS OF SERVICE

Todd J. Merritt
Megan M. Brannon
Tami L. Carreiro
Glenn A. Calvert

07/01/2010
07/12/2010
07/13/2010
07/19/2010

Coroner's Office
States Attorney
Rehab & Nursing Center
Judiciary

For questions or corrections, please contact Lisa in the Administration Office at (815) 895-1639

06/26/20145

EMPLOYEE SERVICE AWARDS

August

2015

SUN

MON

TUE

WED

THU

FRI

SAT

35 YEARS OF SERVICE

None

30 YEARS OF SERVICE

None

25 YEARS OF SERVICE

Deborah Wallace

08/16/1990

Health Department

20 YEARS OF SERVICE

Bridget Nodurft

08/31/1995

Assessor's Office

15 YEARS OF SERVICE

None

10 YEARS OF SERVICE

Misty Odom

08/12/2005

Court Security

5 YEARS OF SERVICE

Sarah Floyel
Stephen Reid
Kathy Lothson

08/04/2010
08/18/2010
08/24/2010

Sheriff's Office
County Board
Rehab & Nursing

For questions or corrections, please contact Lisa in the Administration Office at (815) 895-1639



PROCLAMATION

P2015-03

WHEREAS, Northern Illinois Food Bank is a nonprofit organization that engages the community in commitment to feed our hungry neighbors, and

WHEREAS, Northern Illinois Food Bank has a mission to lead the northern Illinois community in solving hunger by providing nutritious meals to those in need through innovative programs and partnerships, and

WHEREAS, the Northern Illinois Food Bank provides meals to over 71,000 different people each week throughout a 13 county network of food pantries, soup kitchens, shelter, and youth and senior feeding programs, including over 40 in DeKalb County, and

WHEREAS, Northern Illinois Food Bank distributed 57 million meals to hungry neighbors in FY 2015, including over 1.5 million meals to hungry neighbors in DeKalb County, and

WHEREAS, September is "Hunger Action Month" during which Northern Illinois Food Bank and more than 200 food banks across the country are hosting awareness campaigns and events to bring attention and take action for the cause of hunger, and


WHEREAS, Northern Illinois Food Bank and its network members throughout DeKalb County are working with Northern Illinois University, KishHealth System, and other community organizations to help promote hunger awareness this Hunger Action Month, and

WHEREAS, September 3, 2015 is National "Go Orange Day" where local municipalities, businesses, and individuals are encouraged to wear orange to help raise awareness for hunger relief efforts;

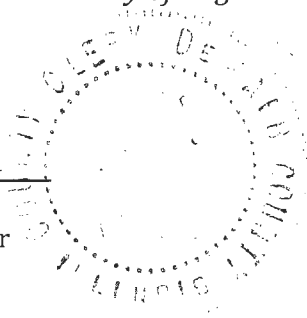
NOW, THEREFORE BE IT PROCLAIMED that through the power vested in the DeKalb County Board, let all who do, have and will reside in DeKalb County, Illinois know that the County of DeKalb joins Northern Illinois Food Bank in proclaiming September 2015 as "Hunger Action Month".


Given at Sycamore, Illinois, this 19th Day of August 2015, A.D.

ATTEST:



Douglas J. Johnson
DeKalb County Clerk & Recorder





Mark Pietrowski, Jr.
DeKalb County Board Chairman



**Illinois Department
of Transportation**

**Resolution #R2015-64
Resolution for the Anticipation of
Township Bridge Funds**

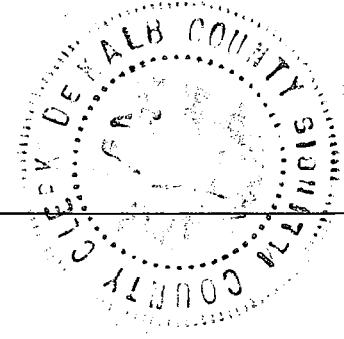
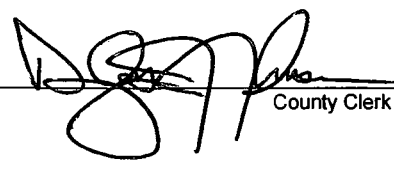
WHEREAS the County Board of DeKalb County, Illinois, proposes to construct two bridges designated as Section 13-11109-01-BR, in Paw Paw Road District, and;

WHEREAS the FY 16 Township Bridge Funds allocated to DeKalb County are not sufficient to pay 80% of the cost of the above section;

THEREFORE, we hereby agree that the sum of \$135,917.81 shall be paid from county funds, township funds, or other available funds, thereby creating an indebtedness in the Township Bridge Fund for Paw Paw Road District;

THEREFORE BE IT RESOLVED that the sum of \$135,917.81 be an indebtedness to the county, the same to be repaid from future Township Bridge Program allocations;

BE IT FURTHER RESOLVED that the clerk is hereby directed to transmit two certified copies of this Resolution to the State through its Regional Engineer's Office at Ottawa, Illinois.

<p style="text-align: center;">Approved</p> <p style="text-align: center;">_____ 20____ Date</p>	<p>I, <u>Douglas J. Johnson</u>, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of <u>DeKalb</u> County at its <u>regular</u> meeting held at <u>Sycamore, Illinois</u> on <u>August 19, 2015</u>.</p> <p>IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county at my office in <u>Sycamore, Illinois</u> in said County this <u>19th</u> day of <u>August</u>, A.D., 2015.</p> <p>(SEAL)</p> 
<p style="text-align: center;">Illinois Department of Transportation</p> <p style="text-align: center;">_____ Regional Engineer</p>	 <p style="text-align: center;">County Clerk</p>

**RESOLUTION
R2015-65**

WHEREAS, the historic Egyptian Theatre, located in downtown DeKalb, IL has identified a need for additional operating funds, and

WHEREAS, representatives from the City of DeKalb and from the Preservation of the Egyptian Theatre, Inc. (PET) appeared before the County's Economic Development Committee to propose an Intergovernmental Agreement (IGA) to be signed by the three parties which would identify funding amounts and allowable uses for that funding, and

WHEREAS, the IGA calls for both the City of DeKalb and the County of DeKalb to contribute \$25,000 each for operating funds for the Egyptian Theatre for the period of September 15, 2015 through September 14, 2016, and

WHEREAS, the County's Economic Development Committee has recommended to the County Board that the County should participate in this IGA to provide operating funds to the Egyptian Theatre and that the funding for the County's share should come from the County's Opportunity Fund in the hopes that this contribution will assist in maintaining the viability of the Egyptian Theatre and foster further economic development in the County;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby approve, and the Board Chairman is authorized to sign, the attached Intergovernmental Agreement to provide \$25,000 in funding for the Egyptian Theatre in DeKalb, IL for the period of September 15, 2015 through September 14, 2016 and that these monies are hereby appropriated from the County's Opportunity Fund.

PASSED THIS 19TH DAY OF AUGUST, 2015 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

Douglas J. Johnson
DeKalb County Clerk

Mark
County

Pietrowski, Jr.
Board Chairman

Agreement Regarding Operational Funding for the Egyptian Theatre

This Agreement is entered into as of the date set forth below, by and between the County of DeKalb ("the County"), the City of DeKalb ("the City"), and the Preservation of the Egyptian Theatre, Inc. ("PET"), with the County and City referred to collectively as "Funders" and with the County, City and PET referred to collectively as "the Parties."

The Parties agree and acknowledge that at 135 N. Second Street, DeKalb, Illinois, there exists a certain facility commonly referred to as the Egyptian Theatre ("Theatre"), which facility is owned and operated by PET. The Parties further agree that the Theatre has certain operational funding deficiencies, which Funders propose to assist with for the period from September 15, 2015-September 14, 2016 ("the Term").

The Funders agree and acknowledge that by approving this Agreement, they find that the Theatre provides a substantial public benefit to the communities that they respectively serve, and helps to support and promote the public health, welfare, and safety.

The Funders also agree and acknowledge that pursuant to applicable laws including but not limited to the Constitution of the State of Illinois, the Illinois Counties Code, the Illinois Municipal Code, the Intergovernmental Cooperation Act, and the respective home rule authority (City only) of each of the Funders, they have the respective authority to undertake the obligations of this Agreement, and have budgeted and appropriated sums of money to cover the obligations outlined herein.

NOW THEREFORE, be it agreed by the Parties as follows:

- 1) **Funding to be Provided:** The County and the City shall each provide up to \$25,000.00 in funding (for a total of \$50,000.00 in funding), for the purpose of supporting the operations of the Theatre as described below, with such funding being provided to PET on a periodic basis.
- 2) **Purpose for Funding:** The funding provided by Funders hereunder may only be used by PET for the purpose of covering operational expenses of the Theatre, and only to cover the following expenses:
 - A) PET employee salaries and benefits;
 - B) Utility costs and similar non-capital operating expenses for the Theatre;
 - C) Other expenses as may be approved by the County Administrator and City Manager (or their respective designees) from time to time.

3) Mechanism for Funding: The funding contemplated hereunder shall be payable in two installments, in equal amounts of \$25,000.00 each. The first payment shall be made within a reasonable time after the PET submits an invoice to the City and the County, which invoice shall specify with reasonable clarity the purposes for which the funding is to be utilized. The second installment shall be payable within a reasonable time after the PET submits a second invoice to the City and the County, which invoice shall specify with reasonable clarity the purposes for which the funding is utilized. The second installment shall occur not sooner than four months after the first installment is paid.

4) Reporting of Funding Utilization: By not later than June 1, 2016, PET shall provide the Funders with a detailed report itemizing the purposes for which all funding has been utilized, or the purposes for which funding has been budgeted (if not previously spent). This report shall include invoices, receipts, and detailed calculations of the individual purpose for which funding has been utilized, in form and content acceptable to the County Administrator and City Manager or their designees.

5) Term of Agreement: This Agreement shall have a term from September 15, 2015 through September 14, 2016 as outlined above; all funding provided hereunder shall be utilized and accounted for during said term, or shall be subject to being forfeit and refunded back to the Funders. The County Administrator and City Manager or their designees are authorized to waive strict compliance with this requirement, in their sole and absolute discretion. The Funders shall have no obligation of continuing this funding into successive years.

6) Amendment, Extension: Any amendment or extension of this Agreement shall be effective only if in writing, signed and approved by the Parties.

7) Nature of Relationship: Notwithstanding the purposes for which funding may be utilized by PET, this Agreement shall not create any agency or employment relationship between the Funders and PET or any of PET's employees. The Funders' responsibility under this Agreement shall be strictly limited to providing funding to PET, for use by PET in accordance with the terms of this Agreement. PET shall not be deemed to be an agent or representative of the Funders, and shall not have any authority to act or speak on behalf of the Funders.

8) Compliance with Laws: PET shall comply with all laws applicable to the use of public funding, to the fullest extent of the law. PET shall not utilize any funding contemplated herein for any purpose which would constitute Work for purposes of the Prevailing Wage Act or which would require the payment of Prevailing Wages, except in strict compliance with said Act. It is not contemplated that the funding provided hereunder would be utilized for any purpose which would invoke the obligation to ascertain and pay Prevailing Wages, as the funding provided herein shall be utilized strictly for operational (i.e. non-capital) expenses. PET expressly covenants that it shall not discriminate against any person or organization on the basis of any legally recognized protected classification, including but not limited to

race, gender, religion, ethnic or cultural background, sexual preference, or other legally recognized, protected classification, in the provision of its services or use of funding provided hereunder.

9) Defense and Indemnification: PET shall defend, indemnify and hold harmless the Funders and their respective officers, employees, agents, officials, attorneys and representatives from any and all costs, expenses, damages, liabilities, losses and claims which may arise out of, or are related to PET's activities, the operation of the Theatre, or which may otherwise arise under this Agreement or which relate to this Agreement or the funding provided herein. PET agrees and acknowledges that the Funders are not in any way responsible for the conduct or provision of PET's programs or services, and is not responsible for the review, supervision or management of PET's personnel, volunteers, participants, programming or services.

10) Jurisdiction and Venue: Jurisdiction and venue for any dispute arising out of or relating to this Agreement shall be exclusively fixed in the Twenty-Third Judicial Circuit Court of DeKalb County, Illinois, and in the event of any litigation in which the Funders are prevailing parties, PET shall be responsible for all costs and expenses, including but not limited to attorneys' fees, incurred by either or both of the Funders.

11) Insurance: PET shall provide the Funders with a certificate of insurance evidencing worker's compensation insurance in at least minimum amounts as required by law. Further, PET shall provide the Funders with a certificate of insurance evidencing comprehensive general liability insurance coverage with minimum coverage limits of \$1,000,000 per occurrence, in form and content acceptable to Funders, and naming the County and City as additional primary insured without right of subrogation. Said certificates shall be provided prior to any funding being paid under this Agreement.

Entered into as of this 19th day of August, 2015.

County of DeKalb

City of DeKalb

Preservation of the Egyptian Theatre, Inc.

**RESOLUTION
R2015-67**

WHEREAS, the DeKalb County Board Chairman proposed a County-wide Economic Summit to help foster a unified approach for economic development within and throughout the various communities of DeKalb County; and

WHEREAS, the DeKalb County Economic Development Corporation was asked to partner with the County in bringing such an Economic Summit to fruition, and

WHEREAS, the two partners jointly decided that it would be important to hire expertise to facilitate such a Summit and to prepare extensive background materials to make said Summit as productive as possible, and

WHEREAS, proposals were reviewed for facilitating the Summit and the methodology and time-line proposed by the Center for Government Studies at Northern Illinois University (NIU) was determined to be the desired approach within the monies available as NIU also agreed to pay 50% of the cost of the Economic Summit, and

WHEREAS, the DeKalb County Community Foundation was also approached to be a partner in this endeavor as their current efforts to foster economic planning in communities was noted as an appropriate tie-in to this county-wide Economic Summit, and

WHEREAS, the DeKalb County Community Foundation agreed to further support this effort with a financial contribution of 1/3 of the remaining 50% overall cost, and


WHEREAS, the County's Economic Development Committee reviewed the NIU proposal for conducting the Economic Summit and now recommends to the County Board that the NIU proposal should be accepted and further recommends that the final needed funding should come first from remaining monies in the Evergreen Village Operating Fund and then from the County's Opportunity Fund, if needed;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the proposal submitted by NIU for \$25,125 for an Economic Summit along with the needed steps and information required in advance of said Summit is hereby approved, with said funding coming from the County's generous partners, specifically NIU at \$12,563, the DeKalb County Community Foundation at \$4,200, the DeKalb County Economic Development Corporation providing in-kind staff time, and the County's share of \$8,362, plus ancillary expenses, to come first from remaining monies in the Evergreen Village Operating Fund and any amount remaining from the County's Opportunity Fund, all of which is hereby appropriated.

PASSED THIS 19TH DAY OF AUGUST, 2015 AT SYCAMORE, ILLINOIS

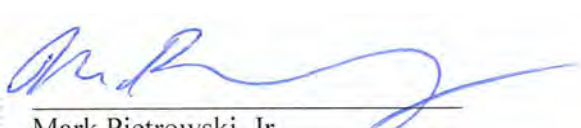
ATTEST:

SIGNED:



Douglas J. Johnson
DeKalb County Clerk





Mark Pietrowski, Jr.
County Board Chairman

ORDINANCE
O2015-07

AUTHORIZING AND REGULATING
HOME KITCHEN OPERATIONS

WHEREAS, the County of DeKalb, a body corporate and politic, is a local governing body with the authority and power to do all acts necessary to protect the public health and welfare; and

WHEREAS, the preparation and sale of food for public consumption is an activity that greatly affects the public health and welfare; and

WHEREAS, home kitchen operations that prepare and package non-potentially hazardous baked goods on a small scale have been determined by the Illinois State Legislature to need less regulation than larger-scale operations; and

WHEREAS, the Illinois State Legislature has enacted Section 3.6 of the Illinois Food Handling Regulations Enforcement Act (410 ILCS 625/0.01 *et seq.*) to govern home kitchen operations but has provided that such Section 3.6 is applicable only in a municipality, township, or county where the local governing body has adopted an ordinance authorizing direct sales of baked goods by home kitchen operations; and

WHEREAS, this governing body has determined that authorizing such home kitchen operations is in the best interests of the citizens of the community; and

WHEREAS, this governing body has determined that the DeKalb County Health Department shall be delegated the responsibility and authority to enforce the provisions of this ordinance;

NOW, THEREFORE, BE IT ORDAINED:

SECTION 1. This ordinance shall be called the Home Kitchen Operations Authorization Ordinance. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as though set forth in this Section.

SECTION 2. Section 38 of the DeKalb County Code is hereby amended to add the following:

Section 38-51. Definitions.

- 1) "Home kitchen operation" means an operation conducted by a person who produces or packages non-potentially hazardous baked goods in a kitchen of that person's primary domestic residence for direct sale by the owner or a family member. A "home kitchen operation" does not include a person who produces or packages non-potentially hazardous baked goods for sale by a religious, charitable, or nonprofit organization for fundraising purposes; the production or packaging of non-potentially hazardous baked goods for these purposes is exempt from the requirements of this Ordinance.
- 2) "Non-potentially hazardous baked goods" means breads, cookies, cakes, pies, and pastries. Only high-acid fruit pies that use the following fruits are allowed: apple, apricot, grape, peach, plum, quince, orange, nectarine, tangerine, blackberry, raspberry, blueberry, boysenberry, cherry, cranberry, strawberry, red currants or a combination of these fruits. Fruit pies not listed may be produced by a home kitchen operation provided their recipe has been tested and documented by a commercial laboratory, not potentially hazardous, containing a pH equilibrium of less than 4.6 or has been specified and adopted as allowed in administrative rules by the Department of Public Health pursuant to 410 ILCS 625/4(e). The following are potentially hazardous and prohibited from production and sale by a home kitchen operation: pumpkin pie, cheesecake, custard pies, crème pies, and pastries with potentially hazardous fillings or toppings.

- 3) "Potentially hazardous food" shall have the same meaning as provided in Section 38-51 of the DeKalb County Code and shall also mean food that is potentially hazardous according to the Illinois Department of Public Health's administrative rules issued under the Illinois Food Handling Regulations Enforcement Act. Potentially hazardous food (PHF) in general means a food that requires time and temperature control for safety (TCS) to limit pathogenic microorganism growth or toxin formation.

Section 38-58. Conditions for qualifying as a home kitchen operation. In order to be a qualified home kitchen operation, the following conditions must be met:

- a) Monthly gross sales may not exceed \$1,000.
- b) Only non-potentially hazardous baked goods may be sold.
- c) A notice is provided to the purchaser that the product was produced in a home kitchen.
- d) The food package is affixed with a label or other written notice is provided to the purchaser that includes:
 - i. The common or usual name of the food product; and
 - ii. Allergen labeling as specified in federal labeling requirements by the United States Food and Drug Administration.
- e) The food is sold directly to the consumer.
- f) The food is stored in the residence where it is produced or packaged.
- g) The person preparing and selling products as a home kitchen operation has a Department of Public Health approved Food Service Sanitation Management Certificate.
- h) That the home kitchen operation must register with the DeKalb County Health Department and agree in writing at the time of registration to grant access to the DeKalb County Health Department to conduct an inspection of the home kitchen operation in the event of a consumer complaint or foodborne illness outbreak.

Section 38-59. Inspections. Upon receipt of a complaint involving products produced in a home kitchen operation or upon the outbreak of a disease that may be connected to a home kitchen operation, the DeKalb County Health Department shall have authority to inspect the home kitchen operation involved. Should there be a lack of consent to conduct the inspection, the DeKalb County Health Department Director or designee shall obtain an administrative search warrant to inspect a home kitchen. The DeKalb County Health Department shall set and assess a reasonable fee for inspections conducted pursuant to this Section.

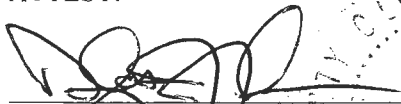
Section 38-60. Cessation of Operations. In the event of a disease outbreak reasonably connected to a home kitchen operation, the Health Department Director or designee shall request the home kitchen operation to cease food sales to the public until the Health Department has determined that operations may continue. In the absence of voluntary compliance, the Health Department Director or designee may seek a court order for cessation of a home kitchen operation.

SECTION 3. All other parts of the Code of Ordinances as amended, except as modified herein, are hereby reaffirmed and ratified and are in full force and effect.

SECTION 4. This ordinance shall become effective upon its passage.

PASSED THIS 19TH DAY OF AUGUST, 2015 AT SYCAMORE, ILLINOIS

ATTEST:


Douglas J. Johnson
DeKalb County Clerk



SIGNED:


Mark Pietrowski, Jr.
County Board Chairman

**RESOLUTION
R2015-68**

WHEREAS, on May 20, 2015 the County Board did approve a temporary Hiring Policy (Resolution #R2015-48) which necessitates that certain positions, once vacated, need formal County Board approval before they are again filled, and

WHEREAS, the Maintenance Supervisor position in the Facility Management Office (FMO) is now open pending the resignation of the incumbent, and

WHEREAS, the FMO Director has requested that he be authorized to fill the open position because of the essential key functions that this position supports, including serving as the person in charge of FMO when the Director is absent, and

WHEREAS, the FMO Director, if allowed to fill the Maintenance Supervisor position, intends to do so via a promotion to an existing employee within his Department and therefore that promotion creates an additional vacancy (Maintenance III) within FMO, which in turn is being requested to be filled because of the workload volume in the Department and also the supervisory functions which are needed by the Maintenance III position, and


WHEREAS, the County Administrator has reviewed these requests in accordance with the temporary Hiring Policy and concurs with the FMO Director as to the importance of filling these positions, but asks for a 75 day delay in filling the Maintenance III position in order to generate some budget savings to the County, and

WHEREAS, the Finance Committee has reviewed the materials and staff recommendations regarding both the Maintenance Supervisor and the Maintenance III positions and concurs that it is important to the continued and smooth operations of the Facility Management Office to fill this position and recommends that the County Board take such action;

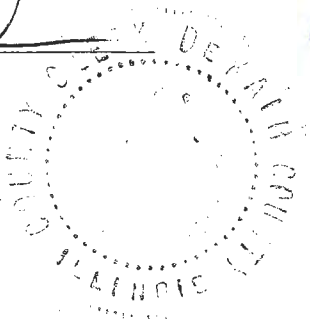
NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the Facility Management Office Director is hereby authorized to fill the position of Maintenance Supervisor at the start of the next pay period and is also authorized to fill the position of Maintenance III after a 75 day moratorium from the passage of this resolution.

PASSED THIS 19TH DAY OF AUGUST, 2015 AT SYCAMORE, ILLINOIS.

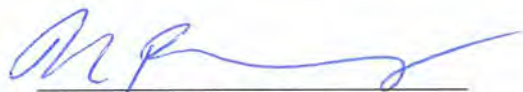
ATTEST:



Douglas J. Johnson
DeKalb County Clerk



SIGNED:



Mark Pietrowski, Jr.
County Board Chairman

**DEKALB COUNTY
FOREST PRESERVE DISTRICT
August 19, 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. **FP-R2015-01**: Conro Land Acquisition. *The DeKalb County Forest Preserve District Commissioners do hereby approve the land acquisition of 36.94 acres adjacent to Prairie Oaks Forest Preserve in the amount of \$223,487.00 with a pending application for 50% grant assistance from the Illinois Clean Energy Community Foundation. **Committee Action: Motion to approve by Mr. Metzger. Seconded by Ms. Polanco and approved unanimously to forward.***
 - b. **Claims Being Paid in July 2015**: Move to approve the payment of claims incurred for last month, and the off cycle claims during the previous month, in the amount of \$71,011.13.
 - c. **Claims to be Paid in August 2015**: Move to approve the payment of claims for this month, and the off cycle claims paid during the previous month, in the amount of \$218,297.12.
6. Old Business
7. New Business
8. Adjournment

DeKalb County Forest Preserve District



RESOLUTION FP - R2015 - 01

WHEREAS, Anthony and Nancy Conro have offered and agreed to sell 36.94 acres of forest, stream and grassland habitat adjacent to Prairie Oaks Forest Preserve to the DeKalb County Forest Preserve District for \$223,487.00. The Forest Preserve District has applied for 50% grant assistance from the Illinois Clean Energy Community Foundation (grant information attached); and,

NOW, THEREFORE, The DeKalb County Forest Preserve District Commissioners do hereby approve this land acquisition and grant partnership to preserve public land for recreation, environmental education and habitat preservation.

APPROVED THIS 19th DAY OF August, 2015 A.D.

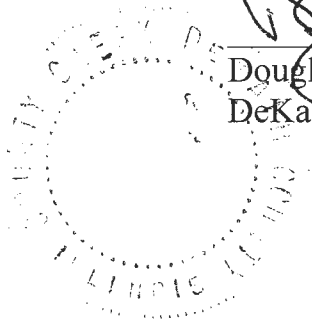
A blue ink signature of Mark Pietrowski, written in a cursive style.

Mark Pietrowski, President
DeKalb County Forest Preserve Commissioners

ATTEST:

A black ink signature of Douglas Johnson, written in a cursive style.

Douglas Johnson, Secretary
DeKalb County Forest Preserve Commissioners



DeKalb County Forest Preserve District
200 North Main St.
Sycamore, Illinois 60178
815-895-7191 phone www.dekalbcounty.org 815-895-7284 fax



7/10/2015

Jolie Krasinski
Illinois Clean Energy Community Foundation
2 North LaSalle St. Suite 1140
Chicago, Illinois
60602

The DeKalb County Forest Preserve District is authorized by State Statute to acquire, preserve, restore, and maintain natural resource land and to provide public recreation and environmental educational opportunities. The benefits and value of having 17 beautiful forest preserve recreational and natural resource areas are many. Good health, as well as spiritual and emotional well-being have been associated with those who take part in recreational activities and have a connection with nature. Clean water, flood control, recharging groundwater, soil conservation, and improved air quality are also beneficial functions of our Forest Preserves.

The Forest Preserve District has an opportunity to acquire and preserve an additional 36.94 acres adjacent to Prairie Oaks forest preserve from Anthony and Nancy Conro. This property was a remnant savanna and still contains mature Oak, Hickory and other tree and shrub species. The ground flora is primarily cool season grasses. With the exception of the last few decades, the site has been pasture for cattle since the time of settlement in the 1840's. The topography is rolling, with a range of habitats from drier uplands to low wetlands and includes two streams including "Haines Creek".

The acquisition of this property would be another step in the creation of a corridor of protected land that would link the current Prairie Oaks Preserve to a segment of the Kishwaukee River that is to be willed to the Forest Preserve District through the generosity of the Chambers family. Mr. Carl Christensen owns land in between the Conro land and Prairie Oaks forest preserve and has verbally agreed to sell a strip of land (approximately 1.3 acres) to make the land connection from Prairie Oaks to the Conro Land.

Priorities in our land protection efforts are to acquire land from willing sellers, preserve high quality natural resources, restore native landscapes, connect habitat corridors, provide public recreation and educational opportunities, and develop grant partnerships. Local planning initiatives like the DeKalb County Comprehensive Plan, Illinois Conservation and Forest Preserve District Natural Resource Management Recommendations, Kishwaukee River Watershed Plan, DeKalb County Greenways and Trails Plan, and IDNR Illinois Wildlife Action Plan all address the need in Illinois to preserve and restore land like this and provide access to outdoor education & recreation.

DeKalb County is still about 85% rural agricultural land with one major waterway corridor, the South Branch of the Kishwaukee River that flows north through central and northern DeKalb County. Currently the Kishwaukee River Ecosystem Partnership is working to include this area in the IDNR Conservation Opportunity Areas designation. DeKalb County does not have the forested landscape or major waterways that other counties may have that offer many connective corridors from one natural resource area to another. These rural “habitat corridors” the Forest Preserve District preserves and restores are very important links in our area for wildlife survival, migratory bird feeding and resting areas and for people to visit and enjoy these local close to home beautiful landscapes.

It is the Forest Preserve District’s intent to manage this property in a manner consistent with current Forest Preserve land management practices. We intend to develop and maintain accessible interpretive hiking trails and a small picnic area, restore native plant communities and animal habitats, and provide natural resource programs such as birding events, prairie and wetland educational programs, volunteer land stewardship opportunities and other native Illinois heritage information would be offered on site.

The Forest Preserve District tax rate is still very low at less than 1% of a homeowner’s total tax bill. The District realizes the need to build grant, donation and other land preservation partnerships to maximize and stretch our dollars to help preserve and restore important natural resources in DeKalb County. The Forest Preserve District obtained an appraisal for the Conroy property, which documented the per-acre value at \$5,500. The Conservation Foundation and Forest Preserve District negotiated a sale price of \$6,050 per acre (or \$223,487 for the 36.94 acres), which is 10% above the forest preserve appraisal value, but significantly below the \$8,900 per acre appraised value commissioned by the Conroy’s.

Thank you for the opportunity to apply for assistance for land preservation in DeKalb County and hopefully this will again be a good grant partnership project with the Illinois Clean Energy Community Foundation natural areas preservation grant program.

The grant funding partnership envisioned for this project would be:

Forest Preserve District:

\$111,744.00 for land + \$6,500.00 for land restoration = \$118,244.00

Illinois Clean Energy Community Foundation:

\$111,744.00 for land + \$10,000 for land restoration = \$121,744.00

Thank you for the opportunity and your consideration of this grant proposal.

Sincerely,

Terry Hannan,
Supt. DeKalb County Forest Preserve District.

