

**DEKALB COUNTY GOVERNMENT  
COUNTY BOARD MEETING**

**May 20, 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. Veteran's Honor Roll
  - b. Recognition of Fairdale Responders
  - c. Employee Service Awards
6. Persons to be Heard from the Floor
7. Proclamation - None
8. Appointments for this Month:
  - a. **Building Board of Appeals:** Tom Taylor reappointed for a term beginning June 1, 2015 and expiring on May 31, 2020.
  - b. **DeKalb County Community Mental Health Board:** Jerry Helland appointed immediately to fill an open position until December 31, 2015.
  - c. **DeKalb County Sheriff's Merit Commission:** Kim Green appointed immediately to fill the unexpired term of LaMetra Curry until November 30, 2020.
9. Reports from Standing Committees & Ad Hoc Committees

**PLANNING & ZONING COMMITTEE**

- a. **Resolution R2015-37:** Building Permit Fee Waiver for Tornado Recovery. *The DeKalb County Board does hereby waive the Building Permit fees set forth in Section 14-3 of the DeKalb County Code for any and all reconstruction and repair associated with damage caused by the storm of April 9, 2015.* **Committee Action: Mrs. Turner moved and Mr. Bunge seconded a motion to forward the resolution to the full County Board recommending approval. Motion carried unanimously.**

**COUNTY HIGHWAY COMMITTEE**

- a. **Resolution R2015-38:** MFT Resolution for 2015 Pavement Marking. *The DeKalb County Board does authorize the expenditure of MFT funds to be used for the 2015 Pavement Marking Project in the amount of \$103,000.00.* **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.**

- b. **Resolution R2015-39:** Award Resolution for Road District Aggregate Projects. *The DeKalb County Board hereby awards the following lowest bids meeting specifications to Macklin, Inc. from Rochelle, Illinois for 1950 tons of aggregate stockpiled within Victor Road District in the amount of \$23,478.00 and to Wagner Aggregate, Inc. from DeKalb, Illinois for 1000 tons of aggregate stockpiled within Squaw Grove Road District in the amount of \$11,820.00. 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 carried unanimously.*
- c. **Resolution R2015-40:** Award Resolution for 2015 County Wide Pavement Marking. *The DeKalb County Board does hereby award the lowest bid meeting specifications to America’s Best Parking Remarketing of St. Louis, Missouri for the center line and edge line markings on all County roads and various Road Districts roads in the amount of \$268,910.72. 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 R2015-41:** Award Resolution for 2015 Road District Crack Routing and Fill. *The DeKalb County Board does hereby award the lowest bid meeting specifications to NuCoat Sealing, LLC from Arnold, Missouri for 469,416 feet of crack routing and filling within various Road Districts in DeKalb County in the amount of \$244,096.32. 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.*

#### **ECONOMIC DEVELOPMENT COMMITTEE**

No Business

#### **HEALTH & HUMAN SERVICES COMMITTEE**

- a. **Resolution R2015-42:** Award of the Senior Services Tax Levy Funding. *The DeKalb County Board does approve the recommendation of the Health and Human Services Committee and agrees to purchase services from the agencies listed on the resolution in amounts not exceeding \$415,047.00 for the period beginning July 1, 2015 and ending June 30, 2016. Committee Action: It was moved by Mr. Reid, seconded by Mr. Askins and it was carried unanimously by roll call vote to forward the Senior Services Tax Levy funding allocation amounts to the full County Board recommending approval.*
- b. **Resolution R2015-43:** Authorizing to Execute and File a Section 5311 Downstate Operating Assistance Grant Agreement. *The DeKalb County Board authorizes to execute and file a Section 5311 Downstate Operating Assistance Grant Agreement for funding the County’s rural transportation services such as TransVac and MedVac. When funds are approved they are passed through the County to the Voluntary Action Center along with all responsibilities and liability. Committee Action: It was moved by Mr. Whelan, seconded by Mr. Porterfield and it was carried unanimously to forward the resolution to the full County Board recommending approval.*

- c. **Resolution R2015-44:** Acceptance of the Special Warranty as a Condition to Receive Section 5311 Funds. *The DeKalb County Board does agree to the terms and conditions of the attached Special Warranty for receiving Section 5311 Funds regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.* **Committee Action: It was moved by Ms. Askins, seconded by Mr. Whelan and it was carried unanimously to forward the resolution to the full County Board recommending approval.**
- d. **Resolution R2015-45:** Authorizing Submittal of the Application for a Public Transportation Capital Assistance Grant. *The DeKalb County Board does hereby authorize and direct the County Administrator to submit 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 eligible public transportation capital costs of DeKalb County* **Committee Action: It was moved by Mr. Porterfield, seconded by Mr. Whelan and it was carried unanimously to forward the resolution to the full County Board recommending approval.**
- e. **Resolution R2015-46:** Health Department Permit Fee Waiver for Tornado Recovery. *The DeKalb County Board does hereby waive the Health Department fees set forth in this Resolution for any and all reconstruction and repair associated with damage caused by the storm of April 9, 2015.* **Committee Action: It was moved by Ms. Askins, seconded by Mr. Porterfield and it was carried unanimously to forward the resolution to the full County Board recommending approval.**

#### **LAW & JUSTICE COMMITTEE**

- a. **Resolution R2015-47:** Urging the Reform of Our Criminal Justice System. *The County Board of DeKalb County does hereby urge our representatives at the state and federal level to enact legislation to reduce arbitrary mandatory sentences, encourage judges to release non-violent, non-flight-risk detainees on their own recognizance, decriminalize “nuisance” offences, provide for the support of community-based mental health treatment alternatives to incarceration, and/or other such action that will reduce jail populations to include only those who pose real risks to themselves or the community.* **Committee Action: It was moved by Mr. Stoddard, seconded by Ms. Askins and it was carried unanimously to forward the resolution to the full County Board recommending approval.**

#### **FINANCE COMMITTEE**

- a. **Resolution R2015-48:** Temporary Hiring Policy. *The DeKalb County Board does hereby adopt a temporary hiring policy that will be in effect immediately and until December 31, 2015 at which time the FY2016 Budget is expected to take effect which will address if there is a continued need for such a policy.* **Committee Action: It was moved by Mr. Jones, seconded by Mr. Gudmunson and it was carried unanimously to forward the resolution to the full County Board recommending approval.**
- b. **Claims Being Paid in May 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 \$5,315,796.36.

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

**EXECUTIVE COMMITTEE**

- a. **Resolution R2015-49:** Resolution of Support for the City of DeKalb’s Department of Transportation’s 2015 TIGER Discretionary Grant Program Application. *The County Board does hereby re-confirms its commitment of the land by Resolution R2012-78 and fully supports the submittal of the City of DeKalb’s Department of Transportation’s 2015 TIGER Discretionary Grant Program Application.* **Committee Action: It was moved by Mrs. Haji-Sheikh, seconded by Mr. Jones and it was carried unanimously to forward the resolution to the full County Board recommending approval.**
- b. **Resolution R2015-50:** Economic Development Project Incentive Agreement. *The DeKalb County Board does concur in the ten-year tax abatement incentive program for Project Black Bear within the City of DeKalb and DeKalb County, Illinois, and intends to formally execute the abatement documents once the project is finalized.* **Committee Action: It was moved by Mr. Brown, seconded by Mr. Jones and it was carried unanimously to forward the resolution to the full County Board recommending approval.**
- c. **Resolution R2015-51:** Stepping Up Program Initiative. *The DeKalb County Board hereby authorizes the County Board Chairman to sign on to the Stepping Up program’s “Call to Action” to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in Illinois and across the country, to support a national initiative, and encourage all county officials, employees and residents to participate in the Stepping Up program.* **Committee Action: It was moved by Mr. Jones, seconded by Mrs. Turner and it was carried unanimously to forward the resolution to the full County Board recommending approval.**
- d. **Resolution R2015-52:** County Treasurer’s Resolution Deferring the Due Date for Property Taxes for Properties Damaged by Tornado. *The DeKalb County Board does hereby approve to extend without penalty the due date for payment of DeKalb County property taxes for properties damaged by the April 9 storm to October 16, 2015, said extension to be in accordance with the procedures set forth in the resolution.* **Committee Action: It was moved by Mr. Jones, seconded by Mrs. Haji-Sheikh and it was carried unanimously to forward the resolution to the full County Board recommending approval.**

- e. **Resolution R2015-53:** Creation and Appointment of the Emergency Preparedness Task Force. *The DeKalb County Board does hereby approve the creation and appointment of sixteen members to the Emergency Preparedness Task Force and are charged with the responsibility to draft and submit a Disaster Recovery Plan to the County Board for approval.* **Committee Action: It was moved by Mr. Jones, seconded by Mr. Frieders and it was carried unanimously to forward the resolution to the full County Board recommending approval.**

10. Old Business

11. New Business

a. **Appointments Scheduled to be made in the Month of June 2015**

1. Community Services Administrative Board – 5 positions
2. DeKalb County Convention & Visitor’s Bureau – 2 positions
3. General Assistance Appeal Board – 6 positions
4. Stormwater Management Committee – 6 positions

12. Adjournment

# EMPLOYEE SERVICE AWARDS

*May*

**2015**

SUN

MON

TUE

WED

THU

FRI

SAT

Linda S. McDowell

***35 YEARS OF SERVICE***

05/19/1980

Rehab & Nursing

Jeanette M. Willis

***30 YEARS OF SERVICE***

05/07/1985

Sheriff's Department

Mary C. Supple

***25 YEARS OF SERVICE***

Culmination of total months & years

Administration Office

Erin L. McRoberts

***20 YEARS OF SERVICE***

05/24/1995

Sheriff's Department

Joshua A. Duehning

***15 YEARS OF SERVICE***

05/09/2000

Sheriff's Department

***10 YEARS OF SERVICE***

None

Jillian R. Valenzuela

05/09/2010

Sheriff's Department

Grant P. Erickson

05/16/2010

Sheriff's Department

Colleen P. Finch

05/18/2010

Rehab & Nursing

***5 YEARS OF SERVICE***

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

STATE OF ILLINOIS     )  
  )SS  
COUNTY OF DEKALB    )

**RESOLUTION R2015-37  
REGARDING BUILDING PERMIT FEE WAIVER  
FOR TORNADO RECOVERY**

WHEREAS, on April 9, 2015, the unincorporated community of Fairdale and properties to its northeast in Franklin Township were severely damaged by a tornado that destroyed 34 single-family houses, caused major damage to another 16 other houses, minor damage to 15 residences, and some damage to seven other houses, and damaged or destroyed other non-residential buildings that were in the path of the storm; and

WHEREAS, as part of the long-term recovery from the tornado, property owners must apply for and be granted Building Permits for reconstruction and repair, and these Permits require the payment of fees set forth in Section 14-3 of the DeKalb County Code to offset the costs to the County of review, inspection and approval of new construction; and

WHEREAS, the DeKalb County Board desires to make the recovery and reconstruction process as inexpensive and rapid as possible, and to this end the Planning and Zoning Committee of the DeKalb County Board has recommended that the Building Permit fees be waived for any and all reconstruction and repair associated with damage from the April 9 storm;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby waive the Building Permit fees set forth in Section 14-3 of the DeKalb County Code for any and all reconstruction and repair associated with damage caused by the storm of April 9, 2015.


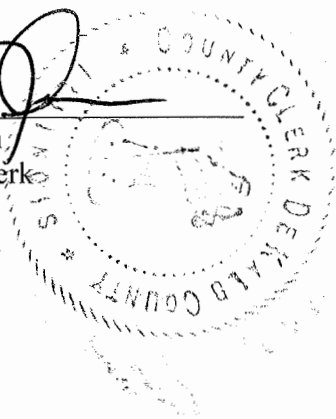
PASSED THIS 20<sup>TH</sup> DAY OF MAY, 2015 AT SYCAMORE, ILLINOIS

SIGNED:



Mark Pietrowski, Jr.  
County Board Chairman

ATTEST:

  
\_\_\_\_\_  
Douglas J. Johnson,  
DeKalb County Clerk  




**Illinois Department  
of Transportation**

**Resolution #R2015-38  
15-00000-04-GM  
County Maintenance Resolution**

RESOLVED, by the County board of DeKalb County, that \$103,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2015 and ending December 31, 2015, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

DeKalb County, } ss.

I, Douglas J. Johnson County Clerk, in and for said County, in the State aforesaid, 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

DeKalb County, at its May 20, 2015

meeting held at Sycamore, Illinois

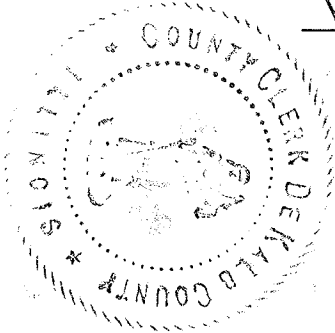
on May 20, 2015  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Sycamore, Illinois

in said County, this 20th day of May A.D. 2015

(SEAL)



County Clerk

<b>Approved</b>
_____ Regional Engineer Department of Transportation
_____ Date



**RESOLUTION #R2015-39**

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

**WHEREAS**, Macklin, Inc. from Rochelle, Illinois and Wagner Aggregate, Inc. from DeKalb,  
Illinois have submitted the low bids meeting specifications.

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

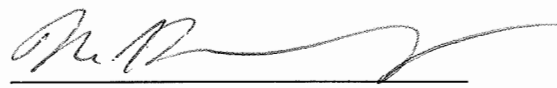
**MACKLIN, INC:**

- (a) In the amount of Twenty-Three Thousand Four Hundred Seventy-Eight Dollars and Zero Cents (\$23,478.00) for 1950 tons of aggregate stockpiled within Victor Road District under Section 15-19000-00-GM.

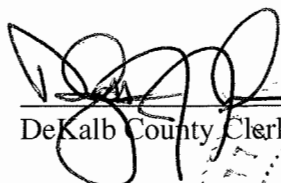
**WAGNER AGGREGATE, INC:**

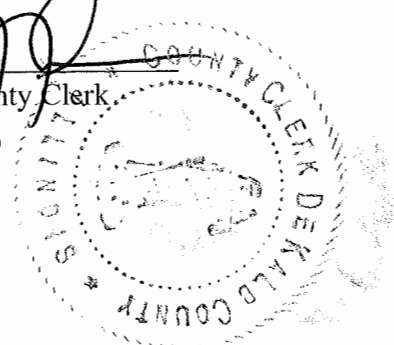
- (a) In the amount of Eleven Thousand Eight Hundred Twenty Dollars and Zero Cents (\$11,820.00) for 1000 tons of aggregate stockpiled within Squaw Grove Road District under Section 15-17000-00-GM.

**PASSED AT SYCAMORE, ILLINOIS THIS 20th DAY OF MAY, 2015 A.D.**

  
\_\_\_\_\_  
Chairman, DeKalb County Board

ATTEST:

  
\_\_\_\_\_  
DeKalb County Clerk



**RESOLUTION #R2015-40**

**WHEREAS**, bids have been invited for pavement markings on various roads in DeKalb County, and

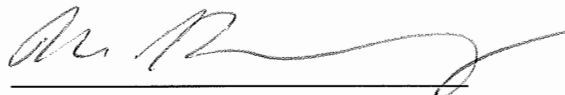
**WHEREAS**, America's Parking Remarketing of St. Louis, Missouri has submitted the low bid meeting specifications.

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

**AMERICA'S PARKING REMARKING, INC:**

(a) in the amount of Two Hundred Sixty-Eight Thousand Nine Hundred Ten Dollars and Seventy-Two Cents (\$268,910.72) for the center line and edge line markings on all County roads and various Road District roads, under Section 2015 Pavement Marking.

**PASSED AT SYCAMORE, ILLINOIS THIS 20TH DAY OF MAY, 2015 A.D.**

  
Chairman, DeKalb County Board

ATTEST:

  
DeKalb County Clerk



**RESOLUTION #R2015-41**

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

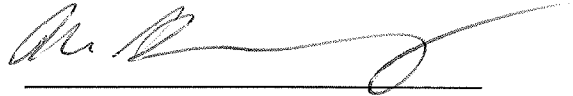
**WHEREAS**, NuCoat Sealing, LLC from Arnold, Missouri has submitted the low bid meeting specifications.

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

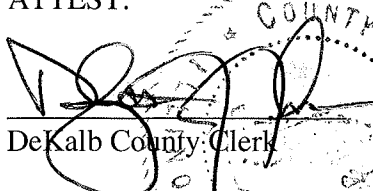
**NUCOAT SEALING, LLC:**

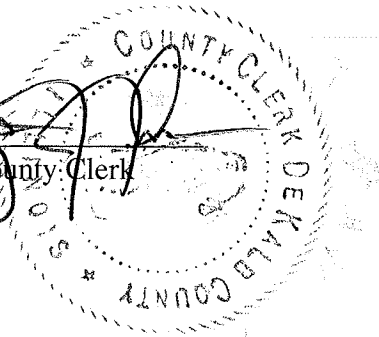
- (a) In the amount of Two Hundred Forty-Four Thousand Ninety-Six Dollars and Thirty-Two Cents (\$244,096.32) for 469,416 feet of crack routing and filling within various Road Districts in DeKalb County under Section 15-XX000-0X-GM.

**PASSED AT SYCAMORE, ILLINOIS THIS 20th DAY OF MAY, 2015 A.D.**

  
\_\_\_\_\_  
Chairman, DeKalb County Board

ATTEST:

  
\_\_\_\_\_  
DeKalb County Clerk



**BOARD INFORMATION FROM MAY 7th BID LETTING:**

**Resolution #R2015-39**

**Section 15-XX000-0X-GM - Road District Aggregate**

Macklin, Inc. \$ 23,478.00  
 Vulcan Materials  
 Wagner Aggregates, Inc. \$ 11,820.00

**Resolution #R2015-40**

**Section 2015 Pavement Marking**

America's Parking Remarkin \$ 268,910.72  
 Preform Traffic Control Sys \$ 295,472.24  
 Engineer's Estimate \$ 277,198.20

**Resolution #R2015-41**

**2015 Road District Crack Routing and Fill**

NuCoat Sealing, LLC \$ 244,096.32  
 SKC Construction, Inc. \$ 249,259.89  
 Engineer's Estimate \$ 305,120.40

Funding				
County MFT	County Matching	Township MFT	Township Local	
			\$ 23,478.00	
			\$ 11,820.00	
County MFT	County Matching	Township MFT	Township Local	City of Sycamore
\$ 99,621.09	\$ 99,621.09	\$ -	\$ 65,508.78	\$ 4,159.76
Township MFT	Township Local			
\$ 78,956.78	\$ 165,139.54			

**RESOLUTION**  
**R2015-42**

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

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

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

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

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

WHEREAS, the Committee and staff did solicit said applications, did receive, review and evaluate said applications, and did conduct interviews of said applicants, and that having done so, the Health and Human Services Committee did then recommend that funds be made available to purchase services from the following agencies in the following amounts for the period beginning July 1, 2015 and ending June 30, 2016:

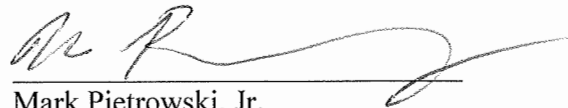
Barb City Manor	\$ 8,500.00
Elder Care Services	\$ 62,000.00
Family Service Agency	\$ 58,726.00
Fox Valley Older Adult Services	\$ 60,450.00
Hope Haven of DeKalb County, Inc.	\$ 14,390.00
KishHealth System Hospice	\$ 2,000.00
Opportunity House, Inc.	\$ 26,411.00
Prairie State Legal Services	\$ 2,250.00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

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

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


PASSED AT SYCAMORE, ILLINOIS, THIS 20TH DAY OF MAY, 2015 A.D.

SIGNED:

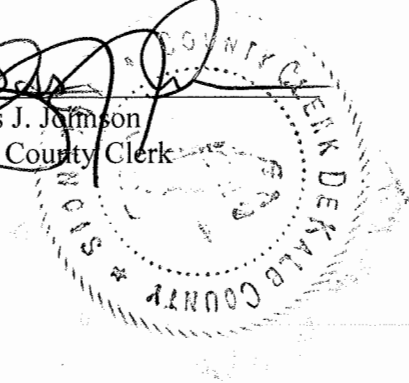


Mark Pietrowski, Jr.  
DeKalb County Board Chairman

ATTEST:



Douglas J. Johnson  
DeKalb County Clerk



**RESOLUTION R2015-43**  
**5311-DOAP Board Resolution**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County 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 Section 5311 and the Act for fiscal year 2016, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of the DeKalb County.

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

Section 3. 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.

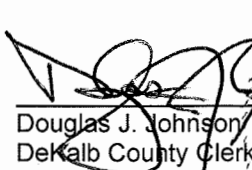
Section 4. That the County Administrator of the DeKalb County is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

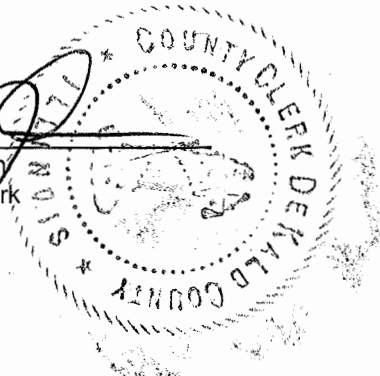
Section 5. That the County Administrator of the DeKalb County is hereby authorized and directed to execute and file on behalf of the DeKalb County a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2016.

Section 6. That the County Administrator of the DeKalb County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2016.

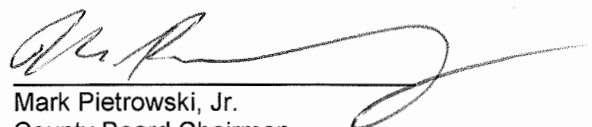
PASSED THIS 20TH DAY OF MAY, 2015 AT SYCAMORE, ILLINOIS

ATTEST:

  
Douglas J. Johnson  
DeKalb County Clerk



SIGNED:

  
Mark Pietrowski, Jr.  
County Board Chairman

## RESOLUTION R2015-44

### Acceptance of the Special Warranty

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

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

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


NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board:

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


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

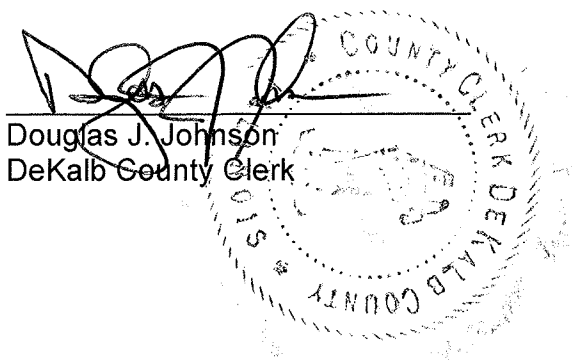
PASSED THIS 20TH DAY OF MAY, 2015 AT SYCAMORE, ILLINOIS

ATTEST:

  
Douglas J. Johnson  
DeKalb County Clerk

SIGNED:

  
Mark Pietrowski, Jr.  
County Board Chairman





## **EXHIBIT A**

### **Office of Labor-Management Standards (OLMS)**

#### **SPECIAL WARRANTY ARRANGEMENT**

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

**January 3, 2011**

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

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

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

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

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

- (1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

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

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

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

- (5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.
- (5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.
- (5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced

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

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

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

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

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

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

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

Employee's length of service prior to adverse effect	Period of protection equivalent period
1 day to 6 years	6 months
6 years or more	6 years

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

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of

employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

- (7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.
- (7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.
- (7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.
- (7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.
- (7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.
- (7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

- (7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.
- (8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.
- (9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.
- (10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.
- (11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

- (11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.
- (11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.
- (11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

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

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

- (12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.
- (12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other



expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

- (12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.
- (13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 " " " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 " " over	12 " "

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

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

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

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

- (14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.
- (15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.
- (15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.
- (15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.
- (15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied

upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

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

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

- (17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.
- (18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any

displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

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

- (a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;
  - (b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;
  - (c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.
- (19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.
- (20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- (21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the

responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

- (22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.
- (23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.
- (24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.
- (25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

**5333(b) Warranty Language Last Updated by US DOL: 9-29-14**

**RESOLUTION  
R2015-45**

**Resolution authorizing submittal of the application dated 05/20/15 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, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services; and

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

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

Section 1. That an application be made to the Division of Public & Intermodal Transportation, Department of Transportation, State of Illinois (The Department), for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting eligible public transportation capital costs of the DeKalb County.

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


Section 3. That the County Administrator of the DeKalb County is authorized to furnish such additional information as may be required by the Department 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 on behalf of the DeKalb County the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

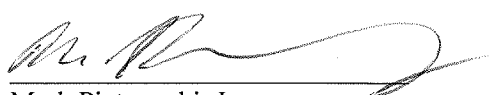
Section 5. That the County Administrator of the DeKalb County is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

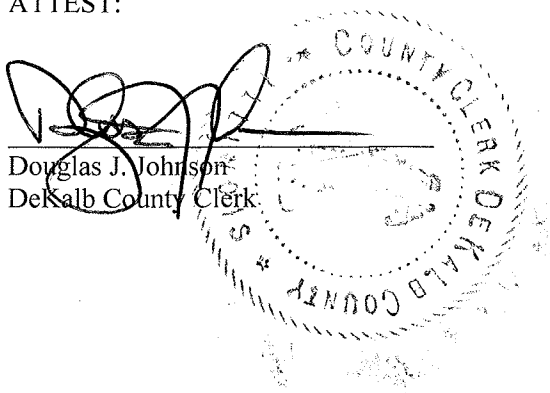
PASSED THIS 20TH DAY OF MAY, 2015 AT SYCAMORE, ILLINOIS

ATTEST:

  
\_\_\_\_\_  
Douglas J. Johnson  
DeKalb County Clerk

SIGNED:

  
\_\_\_\_\_  
Mark Pietrowski, Jr.  
County Board Chairman



STATE OF ILLINOIS     )  
  )SS  
COUNTY OF DEKALB    )

**RESOLUTION R2015-46  
REGARDING HEALTH DEPARTMENT FEE WAIVERS  
FOR TORNADO RECOVERY**

WHEREAS, on April 9, 2015, the unincorporated community of Fairdale and properties to its northeast in Franklin Township were severely damaged by a tornado that destroyed 34 single-family houses, caused major damage to another 16 other houses, minor damage to 15 residences, and some damage to seven other houses, and damaged or destroyed other non-residential buildings that were in the path of the storm; and

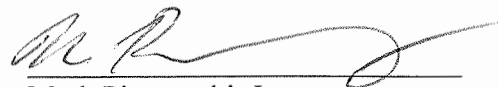
WHEREAS, as part of the short and long-term recovery from the tornado, property owners must apply for and be granted Septic and Well Permits in the event reconstruction, repair, or new systems are needed; dogs that were displaced as a result of structural damage had to be picked up by Animal Control wardens; residents needed water sample testing to confirm safety of drinking water after structural damage to wells; temporary food establishments to address feeding needs of residents and volunteers working on emergency response efforts were inspected for food safety; and residents and volunteers conducting clean-up were in need of tetanus shots for protections against disease, and all of these services require the payment of fees set forth by the Board of Health and in the DeKalb County Code to offset the costs to the Health Department; and

WHEREAS, the DeKalb County Board desires to make the recovery and reconstruction process as inexpensive and rapid as possible, and to this end the Health and Human Services Committee of the DeKalb County Board has recommended that the fees be waived for any and all reconstruction and repair associated with damage from the April 9 storm;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby waive the Health Department fees set forth in this Resolution for any and all reconstruction and repair associated with damage caused by the storm of April 9, 2015.

PASSED THIS 20<sup>TH</sup> DAY OF MAY, 2015 AT SYCAMORE, ILLINOIS

SIGNED:



Mark Pietrowski, Jr.  
County Board Chairman

ATTEST:

  
Douglas J. Johnson  
DeKalb County Clerk  


## RESOLUTION R2015-47

WHEREAS, the prison population has soared from 300,000 in 1973 to 2.2 million today, and

WHEREAS, America has the highest percentage of incarcerated people in the world, and

WHEREAS, the Illinois Criminal Code has doubled in 20 years, and

WHEREAS, our DeKalb County Sheriff's Department and local law enforcement agencies are often overburdened and understaffed, and deserve the support of local and state governments, and

WHEREAS, increased numbers and terms of mandated minimum prison sentences unduly constrain the judiciary in its function, and

WHEREAS, such minimum sentences often amount to unfunded mandates to counties and municipalities, and

WHEREAS, DeKalb County spends \$34,000 per inmate per year to house prisoners, as compared to \$18,000 per student per year to educate our children, and

WHEREAS, studies repeatedly show an inverse relationship between education and incarceration rates, and

WHEREAS, the prison system too often is asked to take the place of proper mental health facilities, and

WHEREAS, studies show that time spent in custody, including pre-trial time, is directly proportional to recidivism rates, and


WHEREAS, incarcerated persons are a drain on the County's resources while those released on their own recognizance or undergoing alternative punishments may continue to hold a job and pay taxes, and

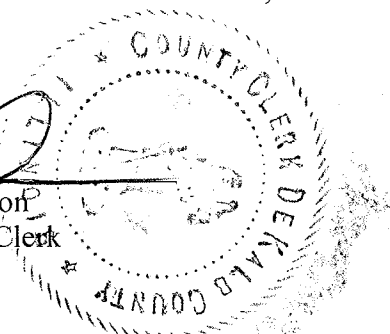
WHEREAS, the President of the United States, the U.S. Attorney General, and our own Governor Rauner have all urged reform of our criminal justice system,

NOW, THEREFORE, BE IT RESOLVED that we, the County Board of DeKalb County does hereby urge our representatives at the state and federal level to enact legislation to reduce arbitrary mandatory sentences, encourage judges to release non-violent, non-flight-risk detainees on their own recognizance, decriminalize "nuisance" offences, provide for the support of community-based mental health treatment alternatives to incarceration, and/or other such action that will reduce jail populations to include only those who pose real risks to themselves or the community.

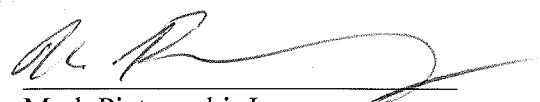
PASSED THIS 20TH DAY OF MAY, 2015 AT SYCAMORE, ILLINOIS

ATTEST:

  
Douglas J. Johnson  
DeKalb County Clerk



SIGNED:

  
Mark Pietrowski, Jr.  
County Board Chairman



**RESOLUTION**  
**R2015-48**

WHEREAS, the County's Budget has utilized unreserved "rainy day" funds in the last few years to balance the budget while the general economy has endured an historic recession, and

WHEREAS, the Finance Committee has a desire to see that the reliance on those reserves is reduced to zero as soon as practical but in a manner that does not cause an abrupt disruption in essential County services, and

WHEREAS, one method identified to assist with accomplishing that goal is to review the necessity of job positions within a Department as openings emerge through normal turnover, and

WHEREAS, the Finance Committee has recommended that the County Board adopt a temporary Hiring Policy to require, as appropriate, that open job positions not be filled until a formal review for the necessity of that job is completed and re-authorization for that position is granted;


NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby adopt a temporary hiring policy that will be in effect immediately and until December 31, 2015 at which time the FY2016 Budget is expected to take effect which will address if there is a continued need for such a policy;

BE IT FURTHER RESOLVED that the temporary Hiring Policy contains the following components:


1. This policy applies to all positions except those of Elected Officials, those with appointed Over-sight Boards, and those that are funded in entirely by grants.
2. When a position becomes open, Department Heads will submit a written request to the County Administrator explaining why it is vital to the Department for that position to be filled.
3. The County Administrator will forward that request, along with his own recommendation, to the appropriate over-sight Committee for that Department for review and action by the entire Committee.
4. The Committee will then forward their recommendation to the full County Board for action.
5. Should an open position create an emergency or undo burden on the Department, the County Administrator, in consultation with the Committee Chairman, may grant a waiver to this policy. Should such waiver be granted, that action must be reported to the full Committee at the next regular Committee meeting.
6. The County Administrator will create administrative procedures as necessary for the proper implementation of this policy.

PASSED THIS 20TH DAY OF MAY 2015 AT SYCAMORE, ILLINOIS

ATTEST:

  
Douglas J. Johnson  
DeKalb County Clerk

SIGNED:

  
Mark Pietrowski, Jr.  
County Board Chairman

**RESOLUTION R2015-49**

**RESOLUTION OF SUPPORT FOR THE CITY OF DEKALB'S DEPARTMENT OF  
TRANSPORTATION'S 2015 TIGER DISCRETIONARY GRANT PROGRAM  
APPLICATION**

WHEREAS, the U.S. Department of Transportation's ("USDOT") TIGER Discretionary Grant Program ("TIGER") provides funding for capital investments in surface transportation infrastructure; and

WHEREAS, the City of DeKalb seeks to apply for grant funding to construct the DeKalb County Public Transportation Facility Project, which project will construct a new 83,000 square foot public transportation facility that will drastically improve the mobility and livability of those who use public transportation in the region.

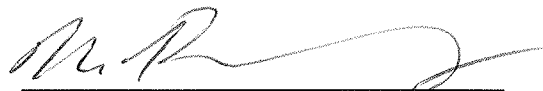
WHEREAS, the County Board of DeKalb County has long recognized the importance of adequate transportation services for the citizens of DeKalb County, and

WHEREAS, the DeKalb County Board made 12 acres (more or less) of land available for the construction of new public transportation facilities to serve the citizens of DeKalb County for the City of DeKalb's TIGER Grant Application project to be located on a portion of parcel number 08-13-200-020 owned by the County of DeKalb.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby re-confirms its commitment of the land by Resolution R2012-78 and fully supports the submittal of the City of DeKalb's Department of Transportation's 2015 TIGER Discretionary Grant Program Application.


PASSED THIS 20<sup>TH</sup> DAY OF MAY, 2015 AT SYCAMORE, ILLINOIS

SIGNED:

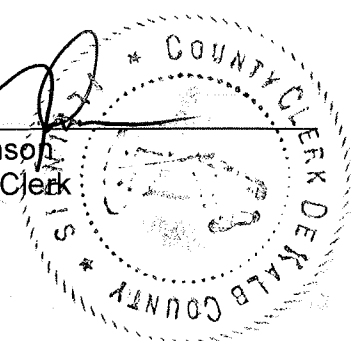


Mark Pietrowski, Jr.  
DeKalb County Board Chairman

ATTEST:



Douglas J. Johnson  
DeKalb County Clerk



**RESOLUTION  
R2015-50**

WHEREAS, the County of DeKalb has determined that it is in the best interests of the citizen of DeKalb County, Illinois to stimulate commercial and industrial development within DeKalb County, and

WHEREAS, on May 13, 2015, the DeKalb County Executive Committee reviewed information on a proposed development named Project Black Bear located within the Park 88 Development of the City of DeKalb, which is, in the opinion of that Committee, appropriate for the County Board to consider for participation in the ten-year decreasing term tax abatement program, and

WHEREAS, Project Black Bear intends to construct and occupy a 987,000 square foot logistic or industrial building in Park 88 in DeKalb, IL and will employ approximately 300 full-time and part-time jobs, and

WHEREAS, the County of DeKalb will give favorable consideration to this project, provided:

- a.) That other taxing bodies, including but not limited to DeKalb School District #428 and City of DeKalb, participate in the abatement program for this project.
- b.) That Project Black Bear does continually occupy the building as outlined herein during the ten-year abatement period or complies with the repayment provisions outline in 35ILCS 200/18-183.
- c.) That the abatements are limited to this specific project for a term not to exceed ten years following completion and occupancy of the structure and are limited to 90% of the taxes in the first full tax year from the date of occupancy of the building; 80% of the taxes in the second full tax year thereafter; 70% of the taxes in the third full year thereafter; 60% of the taxes in the fourth full tax year thereafter; and 50% of the taxes in the fifth full tax year thereafter; 40% in the sixth full year thereafter; 30% in the seventh full year thereafter; 20% in the eighth full year thereafter; 10% in the ninth full year thereafter and 0% each year thereafter.
- d.) That Project Black Bear shall reimburse the County for the abated taxes if it fails to occupy the 987,000 square foot building located in Park 88 and to maintain employment of approximately at least 300 full-time and part-time jobs for ten (10) years from the date of occupancy of the building.

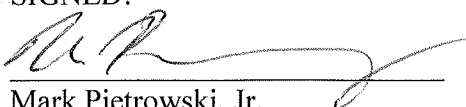
NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does concur in the ten-year tax abatement incentive program for Project Black Bear within the City of DeKalb and DeKalb County, Illinois, and intends to formally execute the abatement documents once the project is finalized.

PASSED THIS 20TH DAY OF MAY, 2015 AT SYCAMORE, ILLINOIS

ATTEST:

  
\_\_\_\_\_  
Douglas J. Johnson  
DeKalb County Clerk

SIGNED:

  
\_\_\_\_\_  
Mark Pietrowski, Jr.  
County Board Chairman

## RESOLUTION R2015-51

WHEREAS, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and

WHEREAS, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general population; and

WHEREAS, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and

WHEREAS, adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and

WHEREAS, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and

WHEREAS, DeKalb County and all counties take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

WHEREAS, the County Board has created a Jail Solutions Committee with the mission to address opportunities to reduce the jail population; and

WHEREAS, through the "*Stepping Up*" program, the National Association of Counties, the Council of State Governments Justice Center and the American Psychiatric Foundation are encouraging public, private and nonprofit partners to reduce the number of people with mental illnesses in jails;

NOW, THEREFORE, BE IT RESOLVED, the DeKalb County Board hereby authorizes the County Board Chairman to sign on to the *Stepping Up* program's "Call to Action" to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties in Illinois and across the country, to support a national initiative, and encourage all county officials, employees and residents to participate in the *Stepping Up* program.

BE IT FURTHER RESOLVED that the County of DeKalb, Illinois will utilize the comprehensive resources available through the *Stepping Up* program to:


- Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails, through new or existing committees.
- As available, collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline information to guide decision making at the system, program, and case levels.

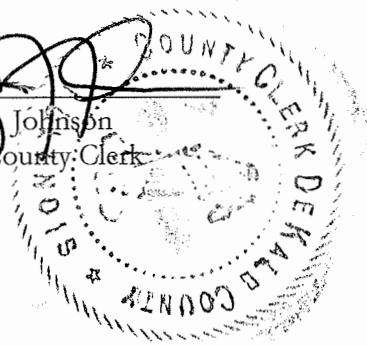
- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community.
- Examine development of a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers.
- Explore implementation of research-based approaches that advance the plan.
- Collaborate on creating a process to track progress using data and information systems, and to report on successes.

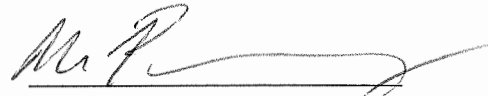
PASSED THIS 20TH DAY OF MAY 2015 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED

  
Douglas J. Johnson  
DeKalb County Clerk



  
Mark Pietrowski, Jr.  
County Board Chairman

STATE OF ILLINOIS     )  
  )SS  
COUNTY OF DEKALB    )

**RESOLUTION R2015-52  
DEFERRING THE DUE DATE FOR PROPERTY TAXES  
FOR PROPERTIES DAMAGED BY TORNADO**

WHEREAS, on April 9, 2015, the unincorporated community of Fairdale and properties to its northeast in Franklin Township were severely damaged by a tornado that destroyed 34 single-family houses, caused major damage to another 16 other houses, minor damage to 15 residences, and some damage to seven other houses, and damaged or destroyed other non-residential buildings that were in the path of the storm; and

WHEREAS, the Illinois Compiled Statutes, 35 ILCS 200/21-40(b), sets forth conditions under which the due date for real property taxes may be delayed, and one such condition is in the event of a declared disaster in the State; and

WHEREAS, on April 10, 2015, Governor Bruce Rauner issued a Gubernatorial Disaster Proclamation for the area impacted by the April 9, 2015 storm; and

WHEREAS, the DeKalb County Board desires to make all appropriate and expedient measures to ease the burden on affected property owners, and therefore has determined it is in the best interests of the citizens of DeKalb County that the due date for payment of 2014 DeKalb County property taxes, normally payable on June 3 and September 3, 2015, should be delayed per 35 ILCS 200/21-40 (b) to October 16, 2015; and

WHEREAS, the Executive Committee of the DeKalb County Board has recommended that the County Board extend without penalty the due date for payment of DeKalb County property taxes for properties damaged by the April 9 storm to October 16, 2015, said extension to be in accordance with the procedure set forth herein;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board as follows:

1. In accordance with the authority granted under 35 ILCS 200/21-40(b), the due date for payment of 2014 DeKalb County property taxes for properties meeting the criteria in paragraph 2. below shall be no later than October 16, 2015;
2. Properties eligible per this Resolution are those located in unincorporated Franklin Township that were damaged to any extent by the storm of April 9, 2015, as determined by the damage assessment conducted by the DeKalb County Planning, Zoning and Building Department;
3. Property owners meeting these criteria shall make application for waiver of penalty for late payment of property taxes to the DeKalb County Treasurer/Collector on the form provided by that Office;

4. The DeKalb County Treasurer/Collector shall determine for each application that the subject property received damage from the April 9 storm, and upon such determination shall waive the penalties for delayed payment of property taxes, provided, however, payment is received no later than October 16, 2015.

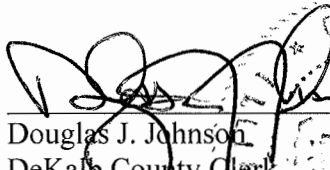
PASSED THIS 20<sup>TH</sup> DAY OF MAY, 2015 AT SYCAMORE, ILLINOIS

SIGNED:



Mark Pietrowski, Jr.  
County Board Chairman

ATTEST:



Douglas J. Johnson  
DeKalb County Clerk



STATE OF ILLINOIS     )  
  )SS  
COUNTY OF DEKALB    )

**RESOLUTION R2015-53  
REGARDING AN EMERGENCY PREPAREDNESS TASK FORCE**

WHEREAS, the DeKalb County Code, Chapter 22, regarding Civil Emergencies, establishes the Emergency Services and Disaster Agency (ESDA), with the responsibility for coordination of all emergency management programs within the County and coordination of emergency services functions which may be necessary for or proper to prevent, minimize, repair and alleviate injury and damage resulting from any natural or technological causes; and

WHEREAS, the ESDA has prepared and keeps current an Emergency Operations Plan for DeKalb County which focuses on emergency response, including coordination of first responders and other emergency relief agencies and personnel, search and rescue, site security, and public health, safety, and welfare, within the identified area of a declared local disaster; and

WHEREAS, an important element of emergency response is long-term recovery from disasters, and this element is not addressed in the Emergency Operations Plan; and

WHEREAS, the tornado and storm damage of April 9, 2015 in the community of Fairdale in DeKalb County highlighted the need for a disaster recovery plan in order to establish a process to identify long-term recovery needs specific to each disaster, as well as the agencies, organizations, and persons best able to meet these needs, to authorize any temporary suspension of otherwise applicable local regulations to facilitate speedy recovery, to coordinate the efforts of regulatory and relief agencies and organizations (public and private), and to effectively deliver resources, goods, services, and funds necessary for long-term recovery from disasters; and

WHEREAS, an Emergency Preparedness Task Force has been formed to address the long-term recovery of Fairdale and this Committee will gain valuable experience and insight into the elements, challenges and opportunities associated with disaster recovery, and the County should seek to incorporate the lessons learned into a Disaster Recovery Plan that is applicable to any declared disaster in the County;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby create an Emergency Preparedness Task Force charged with the responsibility to draft and submit to the County Board for approval on or before May 31, 2016 a Disaster Recovery Plan, said Plan to be a supplement to the DeKalb County Emergency Operations Plan and said Plan is to include a process to address long-term recovery from any declared disaster in the County.

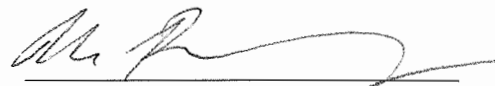


BE IT FURTHER RESOLVED that the membership on this Emergency Preparedness Task Force will consist of the following sixteen individuals whose appointments, along with the Task Force itself, will expire on June 30, 2016: Mark Pietrowski, Jr. (Task Force Chairman) and Tracy Jones, Vice-Chairman DeKalb County Board, Dennis Miller as the DeKalb County ESDA Director, Dan Templin from the DeKalb County Community Foundation, Bill Nicklas, Long-term Recovery Committee, Paul Miller as the DeKalb County Planning and Zoning Director, Roger Scott as the DeKalb County Sheriff, Jane Lux as the DeKalb County Health Department Director, Donna Moulton as the Director of Community Action, Deanna Cada as the Director of Mental Health Board, Ken Andersen as a Director of the DeKalb County Building and Development Association, Matt Swanson as the President of the DeKalb County Building and Trades, Sara Echols from the American Red Cross, Mike Hernandez from Team Rubicon, George Gaulrapp from Com Ed, John Linderoth as DeKalb County resident.

BE IT FURTHER RESOLVED that the Emergency Preparedness Task Force is (a) authorized to divide into working sub-committees and appoint sub-committee members to serve on these working committees, (b) charged with interfacing on a regular basis with the Long-Term Recovery Task Force currently working with the Fairdale Disaster to make sure that all areas of need are included in the Plan, (c) afforded, as needed, County staff time, as coordinated by the County Administrator, to serve as a resource for the Task Force and additionally the Planning Director is charged with preparing the Disaster Recovery Plan based on the Task Force findings in a fashion that is appropriate for codification and consistent to serve as a supplement to the existing Emergency Operations Plan.

PASSED THIS 20<sup>TH</sup> DAY OF MAY, 2015 AT SYCAMORE, ILLINOIS

SIGNED:

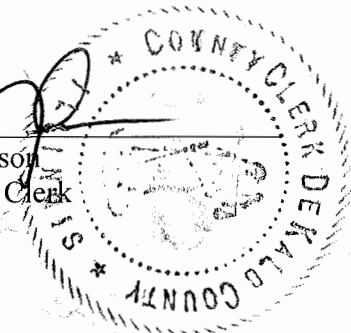


Mark Pietrowski, Jr.  
County Board Chairman

ATTEST:



Douglas J. Johnson  
DeKalb County Clerk



**DEKALB COUNTY  
FOREST PRESERVE DISTRICT  
May 20, 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 May 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 \$84,890.34.
6. Old Business
7. New Business
8. Adjournment