

**DEKALB COUNTY GOVERNMENT
COUNTY BOARD MEETING**

April 20, 2016

7:30 p.m.

AGENDA

1. Roll Call
2. Pledge to the Flag
3. Approval of Minutes
4. Approval of Agenda
5. Communications and Referrals:
 - a. Employee Service Awards
6. Persons to be Heard from the Floor – *On topics that were not subject to a Public Hearing*
7. Proclamations:
 - a. **Proclamation P2016-01:** Money Smart Week
 - b. **Proclamation P2016-02:** Comcast Cares Day for TAILS Humane Society
8. Appointments for this Month:
 - a. **Board of Health:** Derryl Block appointed immediately to fill the unexpired term of Marilyn Stromborg until December 31, 2018.
 - b. **South Grove Cemetery Association:** Jason Yakey appointed immediately to fill the unexpired term of David Yakey until August 31, 2018 and Barbara Koehnke appointed immediately to fill an open appointment until August 31, 2021.
9. Reports from Standing Committees & Ad Hoc Committees

PLANNING & ZONING COMMITTEE

No Actionable Items

COUNTY HIGHWAY COMMITTEE

- a. **Resolution R2016-29:** 2016 Pavement Marking Project and Perry Road at Afton Cemetery Hot-Mix Project. *The DeKalb County Board does award the lowest bids meeting specifications to America's Parking Remarketing of St. Louis, Missouri for the center line and edge line marks on all County Roads and various Road Districts in the amount of \$240,692.60 and further awards Universal Asphalt & Excavating, Inc. of LaSalle, Illinois for the hot-mix resurfacing of 650 feet of Perry Road and 0.11 miles west of Perry Road at the Afton Cemetery in the amount of \$25,406.50. Committee Action: Mr. Pietrowski moved and Mr. Frieders seconded the motion. Motion passed unanimously.*
- b. **Resolution R2016-30:** Local Agency Agreement for Federal Participation for Melms Road Bridge. *The DeKalb County Board hereby authorizes the Chairman to execute a Local Agency Agreement for Federal Participation with the State of Illinois for the replacement of a bridge on Melms Road in Genoa Township at an estimated cost of \$800,000 with the local share to be estimated at \$160,000. Committee Action: Moved by Mr. Frieders, seconded by Mr. Bunge and approved unanimously.*

ECONOMIC DEVELOPMENT COMMITTEE

No Actionable Items

HEALTH & HUMAN SERVICES COMMITTEE

- a. **Resolution R2016-31:** 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 within the resolution in amounts not exceeding \$424,331 for the period beginning July 1, 2016 and ending June 30, 2017.* **Committee Action: Moved by Ms. Askins, seconded by Mr. Whelan and approved unanimously.**
- b. **Resolution R2016-32:** 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: Moved by Mr. Porterfield, seconded by Ms. Askins and approved unanimously.**
- c. **Resolution R2016-33:** 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: Moved by Ms. Askins, seconded by Mr. Porterfield and approved unanimously.**
- d. **Resolution R2016-34:** Authorizing the Execution and Submittal for the Application for a Public Transportation Capital Assistance Grant. *The DeKalb County Board does hereby authorize and direct the County Administrator to sign and 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: Moved by Mr. Whelan, seconded by Ms. Little and approved unanimously.**
- e. **Resolution R2016-35:** Supporting Applications for the 2016 TIGER Discretionary Grant Program and FY16 5339(b) Grants for Buses and Bus Facilities Program. *The County Board hereby declares its support for the submittal of the 2016 TIGER Discretionary Grant Application and FY16 5339(b) Grants for Buses and Bus Facilities Program for funding and construction of the DeKalb County Public Transportation Facility Project.* **Committee Action: Moved by Mr. Whelan, seconded by Ms. Little and approved unanimously.**

LAW & JUSTICE COMMITTEE

No Actionable Items

FINANCE COMMITTEE

- a. **Claims to be Paid in April 2016:** Move to approve the payment of claims for this month, and the off cycle claims paid during the previous month, in the amount of \$6,963,548.95.

- b. **Reports of County Officials:** Move to accept and place on file the following Reports of County Officials:
1. Cash & Investments in County Banks – March 2016
 2. Public Defender’s Report – March 2016
 3. Adult & Juvenile Monthly Reports – March 2016
 4. Pretrial Report – March 2016
 5. Sheriff’s Jail Report – March 2016
 6. Planning & Zoning Building Permits & Construction Reports - March 2016

EXECUTIVE COMMITTEE

No Actionable Items

10. Old Business
11. New Business
12. Adjournment

EMPLOYEE SERVICE AWARDS

April

2016

SUN

MON

TUE

WED

THU

FRI

SAT

30 YEARS OF SERVICE

None

25 YEARS OF SERVICE

Scott Summers

04/22/1991

Highway

20 YEARS OF SERVICE

Jess Collins

04/22/1996

Community Action

15 YEARS OF SERVICE

None

10 YEARS OF SERVICE

Alyson Shipley

04/03/2006

Circuit Clerk

Angela Souka

04/09/2006

Sheriff's Office

Jennifer Eisman

04/11/2006

Health Department

5 YEARS OF SERVICE

Vincent Leonforte

04/01/2011

Health Department

Chris Hansen

04/04/2011

Treasurer's Office

Jade Frohling

04/04/2011

Rehab & Nursing

Andrea McCoy

04/04/2011

Rehab & Nursing

Madilynn Cook

04/18/2011

Rehab & Nursing

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



PROCLAMATION

P2016-01

"Money Smart Week"

WHEREAS, the economic progress of our Country is dependent upon the financial well-being of its citizens, and

WHEREAS, citizens have many choices on how to manage their financial affairs, making it important to become educated about the best options available, and

WHEREAS, educational institutions, financial institutions, government entities and community-based organizations can work together to help consumers make informed choices about their personal finances, and

WHEREAS, improved financial literacy results in a higher standard of living for individuals and greater community stability.

THEREFORE, the DeKalb County Board do hereby proclaim April 23-30, 2016 as "Money Smart Week" in DeKalb County, Illinois and encourage all citizens to increase financial literacy.

Given at Sycamore, Illinois, this 20th Day of April, 2016.

ATTEST:

Douglas J. Johnson
DeKalb County Clerk

Mark Pietrowski, Jr.
DeKalb County Board Chairman

**PROCLAMATION
P2016-02**

**In Recognition of
"COMCAST CARES DAY"
April 30, 2016**



WHEREAS, Comcast remains an active, committed and engaged member of the DeKalb County Community and supports the core American value of volunteerism through partnerships, grants, and volunteer activities that empower individuals and organized communities, and;

WHEREAS, Comcast Cares Day is a celebration of service, and has become the nation's largest single-day corporate volunteer effort that brings employees, families, friends, and community partners together for a common purpose and mission, and;

WHEREAS, Comcast celebrating its 15th National Comcast Cares Day, has reached an important milestone of 4 million volunteer hours and more than 700,000 volunteers since Comcast Cares Day started in 2001, and;

WHEREAS, Comcast Cares Day promotes a spirit of corporate responsibility thanks to the hard work, dedication and service of volunteers who will be sprucing up, cleaning and landscaping at the TAILS Humane Society on April 30, and;

WHEREAS, TAILS provides a service to DeKalb County as a safe haven for local animals who are strays or have owners who can no longer care for them;

NOW, THEREFORE, the DeKalb County Board do hereby proclaim April 30, 2016 as "Comcast Cares Day" in DeKalb County, Illinois.

Given at Sycamore, Illinois, this 20th Day of April, 2016.

ATTEST:

Douglas J. Johnson
DeKalb County Clerk



SIGNED:

Mark Pietrowski, Jr.
DeKalb County Board Chairman

R E S O L U T I O N #R2016-29

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

WHEREAS, America's Parking Remarking of St. Louis, Missouri and Universal Asphalt &
Excavating, Inc of LaSalle, Illinois have submitted the low bids meeting specifications.

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

AMERICA'S PARKING REMARKING:

- (a) In the amount of Two Hundred Forty Thousand Six Hundred Ninety-Two Dollars and
Sixty cents (\$240,692.60) for the center line and edge line markings on all County
roads and various Road District roads, under Section 2016 Pavement Marking.

UNIVERSAL ASPHALT & EXCAVATING INC:

- (a) In the amount of Twenty-Five Thousand Four Hundred Six Dollars and Fifty cents
(\$25,406.50) for the hot-mix resurfacing of 650 feet of Perry Road 0.11 miles west of
Perry Road at the Afton Cemetery in Afton Road District, under Section
15-00249-00-RS.

PASSED AT SYCAMORE, ILLINOIS THIS 20th DAY OF APRIL, 2016 A.D.

Chairman, DeKalb County Board

ATTEST:

DeKalb County Clerk

BOARD INFORMATION FROM APRIL 7TH BID LETTING:

| | Funding Sources for R#2016-29 | | | | |
|--|-------------------------------|---------------|-----------------------|----------------|----------------|
| | Total | MFT | Property Tax Matching | Township Funds | Municipalities |
| 2016 Pavement Marking | | | | | |
| Original Budget | \$ 220,000.00 | \$ 110,000.00 | \$ 110,000.00 | | |
| Engineer's Estimate | \$ 239,415.40 | \$ 94,004.90 | \$ 94,004.90 | \$ 48,985.41 | \$ 2,420.19 |
| America's Parking Remarking | \$ 240,692.60 | \$ 95,439.23 | \$ 95,439.23 | \$ 47,372.33 | \$ 2,441.81 |
| Precision Pavement Marking | \$ 244,348.04 | | | | |
| Preform Traffic Control Systems | \$ 258,367.58 | | | | |
| | | | | | |
| Perry Road @ Afton Cemetery Hot-Mix Project | | | | | |
| Original Budget | \$ 50,000.00 | \$ 27,500.00 | \$ 22,500.00 | | |
| Engineer's Estimate | \$ 31,850.00 | \$ 17,517.50 | \$ 14,332.50 | | |
| Curran Contracting Company | \$ 26,190.00 | | | | |
| Universal Asphalt & Excavating Company | \$ 25,406.50 | \$ 13,973.58 | \$ 11,432.93 | | |

RESOLUTION
#R2016-30

WHEREAS, the Highway Committee of the DeKalb County Board deems it appropriate to enter into an agreement with the State of Illinois for the replacement of a bridge on Melms Road, 0.3 miles west of New Lebanon Road over Coon Creek, in Genoa Township, DeKalb County, Illinois, with said improvement to be designated as Section 13-06121-00-BR and estimated to cost Eight Hundred Thousand dollars (\$800,000.00) with the local share to be estimated at One Hundred and Sixty Thousand dollars (\$160,000.00).

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does authorize it's Chairman to execute an appropriate Local Agency Agreement for Federal Participation with the State of Illinois.

PASSED AT SYCAMORE, ILLINOIS THIS 20th DAY OF APRIL, 2016 A.D.

Chairman, DeKalb County Board

ATTEST:

County Clerk



**Illinois Department
of Transportation**

**Local Public Agency Agreement
for Federal Participation**

| | | | | |
|--------------------------------------|---------------------|-------------------------------|----------------|------------------|
| Local Public Agency DeKalb County | State Contract X | Day Labor | Local Contract | RR Force Account |
| Section 13-06121-00-BR | Fund Type STP-Br | ITEP, SRTS, or HSIP Number(s) | | |

| Construction | | Engineering | | Right-of-Way | |
|--------------|----------------|-------------|----------------|--------------|----------------|
| Job Number | Project Number | Job Number | Project Number | Job Number | Project Number |
| C-93-069-15 | BROS-0037(064) | | | | |

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Melms Road Route TR 0013 Length 0.10 Mi
 Termini 0.3 mile West of New Lebanon Road over Coon Creek

Current Jurisdiction Genoa Road District TIP Number _____ Existing Structure No 019-4200

Project Description

The project consists of removal of the existing structure and replacement with a three span precast prestressed box beam bridge on pile-supported spill-thru abutments and pile bent piers and roadway approach work.

Division of Cost

| Type of Work | STP-Br | % | % | LPA | % | Total |
|--------------------------------|-------------------|--------|-----|-------------------|--------|-------------------|
| Participating Construction | 640,000 | (80) | () | 160,000 | (20) | 800,000 |
| Non-Participating Construction | () | () | () | () | () | () |
| Preliminary Engineering | () | () | () | () | () | () |
| Construction Engineering | () | () | () | () | () | () |
| Right of Way | () | () | () | () | () | () |
| Railroads | () | () | () | () | () | () |
| Utilities | () | () | () | () | () | () |
| Materials | () | () | () | () | () | () |
| TOTAL | \$ 640,000 | | | \$ 160,000 | | \$ 800,000 |

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share \$160,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LPA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an "X" in the State Contract field at the top of page 1) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- (27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution Number 3 - Jurisdiction & Maintenance
(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Mark Pietrowski, Jr.

Name of Official (Print or Type Name)

County Board Chairman

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

4/20/2016

The above signature certifies the agency's TIN number is 36-6006-548 conducting business as a Governmental Entity.

DUNS Number 029980307

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

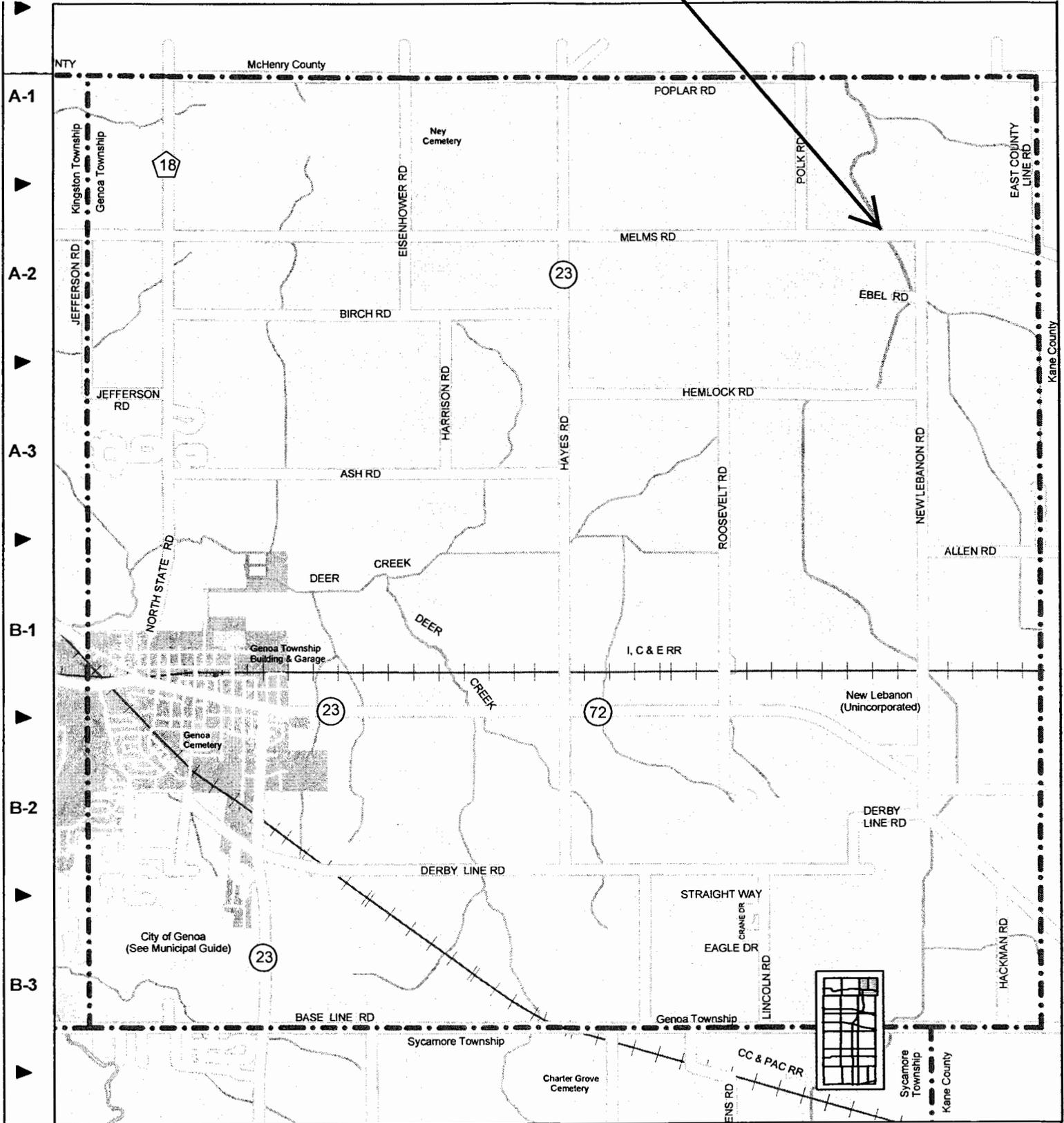
Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Str. No. 019-4200

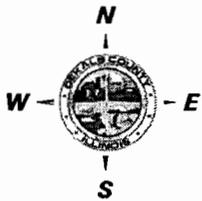


Section 13-06121-00-BR
 Melms Road, Genoa Township
 Bridge Replacement
 Location Map

0.0 0.5 1.0
 Miles

Population data is from the
 2010 U.S. Census.

Updated: November 2012 BH
 Printed: November 2012



ADDENDA 3

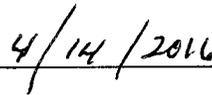
Jurisdiction & Maintenance Addendum

The ROAD DISTRICT OF GENOA hereby agrees:

1. To the implementation of the subject improvements by the STATE and the COUNTY of DEKALB.
2. To retain jurisdiction of that portion of the completed improvement currently under the ROAD DISTRICT OF GENOA's jurisdiction.
3. To maintain or cause to be maintained, in a manner satisfactory to the STATE, that portion of the completed improvement within the ROAD DISTRICT OF GENOA's jurisdiction.



Keith Butz, Road District Commissioner
Genoa Road District



Date

**RESOLUTION
R2016-31**

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, 2016 and ending June 30, 2017:

| | |
|-----------------------------------|------------------|
| Barb City Manor | \$ 9,855 |
| Elder Care Services | \$ 62,904 |
| Family Service Agency | \$ 58,726 |
| Fox Valley Older Adult Services | \$ 61,354 |
| Hope Haven of DeKalb County, Inc. | \$ 15,329 |
| KishHealth System Hospice | \$ 2,000 |
| Kishwaukee Family YMCA | \$ 2,019 |
| Opportunity House, Inc. | \$ 26,411 |
| Prairie State Legal Services | \$ 3,154 |
| Voluntary Action Center | <u>\$182,579</u> |
| Total Amount Allocated: | \$424,331 |

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 APRIL, 2016 A.D.

ATTEST:

SIGNED:

Douglas J. Johnson
DeKalb County Clerk

Mark Pietrowski, Jr.
DeKalb County Board Chairman

RESOLUTION R2016-32

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 2017, 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 2017.

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 2017.

PASSED THIS 20TH DAY OF APRIL, 2016 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

Douglas J. Johnson
DeKalb County Clerk

Mark Pietrowski, Jr.
County Board Chairman

RESOLUTION R2016-33

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 APRIL, 2016 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

Douglas J. Johnson
DeKalb County Clerk

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 years |
| 6 years or more | |

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
R2016-34**

**Authorizing the Execution and Submittal for the Application for a Public Transportation
Capital Assistance Grant under the Illinois Department of Transportation's General
Authority to make such Grants.**

WHEREAS, The provision and improvement of public transportation facilities, 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 make 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 DeKalb County Board that:

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 DeKalb County.

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

Section 3. That the County Administrator of DeKalb County is hereby 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 DeKalb County is hereby authorized and directed to execute on behalf of DeKalb County the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That the County Administrator of 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 APRIL, 2016 AT SYCAMORE, ILLINOIS

SIGNED:

Mark Pietrowski, Jr.
DeKalb County Board Chairman

ATTEST:

Douglas J. Johnson
DeKalb County Clerk

**RESOLUTION
R2016-35**

**RESOLUTION TO SUPPORT APPLICATION TO U.S. DEPARTMENT OF
TRANSPORTATION'S 2016 TIGER DISCRETIONARY GRANT PROGRAM AND
FY16 5339(b) GRANTS FOR BUSES AND BUS FACILITIES PROGRAM**

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 U.S. Department of Transportation's ("USDOT") Federal Transit Administration (FTA) Competitive funded 5339(b) Grants for Buses and Bus Facilities Program provides funding for bus facilities; and

WHEREAS, the City of DeKalb and DeKalb County seeks to apply for grant funding to construct the DeKalb County Public Transportation Facility Project, 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, public and community transportation services provided for DeKalb County residents has grown substantially over the past few years and customer demand continues to grow, and the current public transportation facility is too small and under-equipped to meet current needs;

WHEREAS, a new transit facility will increase and enhance public and community transportation services in DeKalb County by providing a facility that better meets the space and equipment needs for current and future operations, and the construction of a new facility will generate a number of jobs;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the County Board hereby declares its support for the submittal of the 2016 TIGER Discretionary Grant application and FY16 5339(b) Grants for Buses and Bus Facilities Program for the funding and construction of the DeKalb County Public Transportation Facility Project.

PASSED THIS 20th DAY OF APRIL, 2016 AT SYCAMORE, ILLINOIS

SIGNED:

Mark Pietrowski, Jr.
DeKalb County Board Chairman

ATTEST:

Douglas J. Johnson
DeKalb County Clerk

**DEKALB COUNTY
FOREST PRESERVE DISTRICT
April 20, 2016**

AGENDA

1. Roll Call
2. Approval of Minutes
3. Approval of Agenda
4. Persons to be Heard from the Floor
5. Standing Committee Reports:
 - a. **Claims to be Paid in April 2016:** Move to approve the payment of claims for this month, and the off cycle claims paid during the previous month, in the amount of \$77,186.99.
6. Old Business
7. New Business
8. Adjournment



This new Forest Preserve (former Evergreen Village Mobile Home Park) will be named *Sycamore Forest Preserve* to honor the Sycamore Community and named after the Sycamore Tree that grows in floodplain areas. “Kishwaukee” is a Potawatomi word meaning “big tree” or “sycamore”. The east branch of the south branch of the Kishwaukee River flows northwest through this site.

Land improvements include:

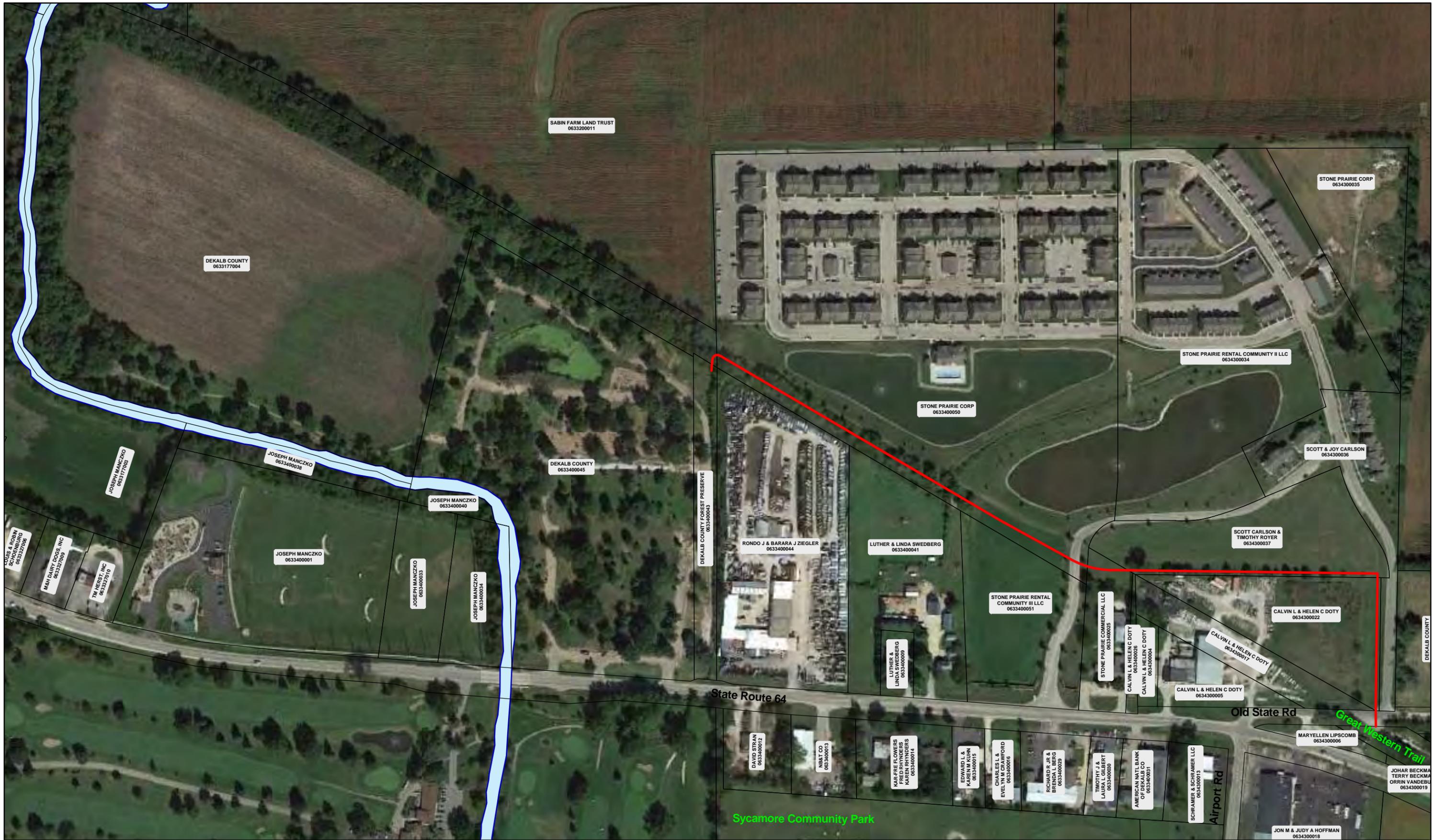
2015

- Mow future picnic areas and litter clean up.
- 2 herbicide treatments and weeds mowed on 30 acre former N.W. floodplain farmed area and plant wetland and prairie seed mix in winter 2015-2016.
- Phase 1 Environmental Survey completed to assure no contamination issues.

2016 - 2017

- Work on connecting the Great Western Trail to *Sycamore Forest Preserve*.
- Remove dead trees and small “clumps” of trees in picnic areas and trim lower branches of trees to open up the view through the picnic areas. In the future plant Sycamore and Swamp White Oak trees in picnic areas.
- Mow future picnic areas and litter clean up.
- Develop picnic areas and green spaces. Construct 2 open air shelters
- Improve parking areas near RT. 64 and develop trailhead near east parking area.
- Improve access road to pond for fishing and picnic areas
- Develop hiking and cross-country ski trails.

Plan on *Sycamore Forest Preserve* area open to public in late 2016 or 2017



SABIN FARM LAND TRUST
063320011

DEKALB COUNTY
0633177004

STONE PRAIRIE CORP
0634300035

STONE PRAIRIE RENTAL COMMUNITY II LLC
0634300034

STONE PRAIRIE CORP
0633400050

SCOTT & JOY CARLSON
0634300036

JOSEPH MANCZKO
0633400038

DEKALB COUNTY
0633400045

JOSEPH MANCZKO
0633400040

DEKALB COUNTY FOREST PRESERVE
0633400043

RONDO J & BARBARA J ZIEGLER
0633400044

LUTHER & LINDA SWEDBERG
0633400041

SCOTT CARLSON & TIMOTHY ROYER
0634300037

JOSEPH MANCZKO
0633400001

JOSEPH MANCZKO
0633400033

JOSEPH MANCZKO
0633400034

STONE PRAIRIE RENTAL COMMUNITY III LLC
0633400051

LUTHER & LINDA SWEDBERG
0633400009

STONE PRAIRIE COMMERCIAL LLC
0633400025

CALVIN L & HELEN C DOTY
0633400026

CALVIN L & HELEN C DOTY
0633400004

CALVIN L & HELEN C DOTY
0634300022

CALVIN L & HELEN C DOTY
0633400011

CALVIN L & HELEN C DOTY
0634300005

State Route 64

Old State Rd

Great Western Trail

Sycamore Community Park

Airport Rd

MARYELLEN LIPSCOMB
0634300006

JOHAR BECKMA
TERRY BECKMA
ORRIN VANDEBL
0634300019

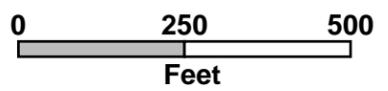
JON M & JUDY A HOFFMAN
0634300018



DeKalb County Government
Information Management Office
200 North Main Street
Sycamore, IL 60178

2016 Sycamore Forest Preserve and GWT Connection

Proposed Trail Connection from The Great Western Trail to Evergreen Village



Created: January 26, 2015 BH
Printed: March 30, 2016 BH

Aerials: Google Earth