

**DEKALB COUNTY GOVERNMENT  
COUNTY BOARD MEETING**

**January 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
7. Proclamations – None
8. Appointments for this Month:
  - a. **Community Services Administrative Board:** Les Bellah appointed immediately to fill the unexpired term of Monica O’Leary until June 30, 2018.
9. Reports from Standing Committees & Ad Hoc Committees

**PLANNING & ZONING COMMITTEE**

No Actionable Items

**COUNTY HIGHWAY COMMITTEE**

- a. **Resolution R2016-01:** *New Tandem Cab & Chassis. The DeKalb County Board hereby approves an award to the lowest bid meeting specifications to JX Peterbilt of Rockford, Illinois for the provision of a new 2017 Tandem Axle Cab and Chassis with warranty options for the total cost of \$67,793.25 after trade allowance. Committee Action: Mr. Frieders moved and Mr. Metzger seconded the motion to forward the resolution as presented to the full County Board recommending approval. Five yes votes and one no vote (Mr. Pietrowski) was recorded. Motion passed.*

**ECONOMIC DEVELOPMENT COMMITTEE**

- a. **Resolution R2016-02:** *Selecting DeKalb County Convention & Visitor’s Bureau as the County’s Agency of Record for Tourism Promotions. The DeKalb County Board hereby selects the DeKalb County Convention and Visitors Bureau as DeKalb County’s Agency of Record for Tourism Promotions for the Illinois Office of Tourism for the 2016 Fiscal Year (January 1, 2016 to December 31, 2016). Committee Action: Moved by Ms. Leifheit, seconded by Ms. Polanco and approved unanimously to forward to the full County Board recommending approval.*

- b. **Resolution R2016-03:** Amendment to Sycamore’s Intergovernmental Agreement for Property Tax Abatements for Industrial Development. *The DeKalb County Board does concur in the recommendation of the Economic Development Committee and does hereby direct the County Board Chairman to execute the amended Intergovernmental Agreement with the City of Sycamore for Property Tax Abatements for Industrial Development and further directs the Committee to review and recommend individual projects to the full County Board as they arise based on the appropriateness of the specific project and the level of participation of other public and private partners. Committee Action: Moved by Mr. Faivre, seconded by Ms. Polanco and approved unanimously.*

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

No Actionable Items

### **LAW & JUSTICE COMMITTEE**

No Actionable Items

### **FINANCE COMMITTEE**

- a. **Claims to be Paid in January 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 \$8,872,354.68.
- b. **Reports of County Officials:** Move to accept and place on file the following Reports of County Officials:
1. Cash & Investments in County Banks – December 2015
  2. Public Defender’s Report – December 2015
  3. Adult & Juvenile Monthly Reports – December 2015
  4. Pretrial Report – December 2015
  5. Sheriff’s Jail Report – December 2015
  6. Planning & Zoning Building Permits & Construction Reports - December 2015
  7. Circuit Clerk’s Six Month Report – Ending December 31, 2015
  8. County Clerk & Recorder’s Six Month Report – Ending Dec 31, 2015

### **EXECUTIVE COMMITTEE**

- a. **Resolution R2016-04:** Adoption of State Legislative Agenda. *The DeKalb County Board does hereby endorse and adopt the State Legislative Agenda as recommended by the DeKalb County Executive Committee and does direct the County Administrator to provide copies of the attached State Legislative Agenda to all State Senators and State Representatives serving the citizens of DeKalb County. Committee Action: Moved by Mr. Stoddard, seconded by Mr. Emerson and moved unanimously.*

- b. **Resolution R2016-05:** Approval of Filing a Lawsuit to Obtain Delinquent State Reimbursements. *The DeKalb County Board hereby authorizes the State's Attorney of DeKalb County to commence and prosecute a legal action against the appropriate agencies and departments of the State of Illinois, as are now withholding portions of salaries of the Chief Assessment Officer, the Public Defender, and the State's Attorney which are statutorily due to the County of DeKalb, for the purpose of recovering sums now due, and ensuring the future payment of said reimbursement. Committee Action: Moved by Mrs. Haji-Sheikh, seconded by Mr. Jones and approved unanimously.*

**JAIL SOLUTIONS COMMITTEE**

- a. **Final Report:** *The DeKalb County Board hereby receives and accepts the Final Report of the Jail Solutions Committee.*
10. Old Business  
11. New Business  
12. Adjournment

# EMPLOYEE SERVICE AWARDS

*January*

**2016**

SUN

MON

TUE

WED

THU

FRI

SAT

**30 YEARS OF SERVICE**

Alice M. Pahnke

01/14/1986

Sheriff's Department

**25 YEARS OF SERVICE**

Sean R. Johnson

01/07/1991

Sheriff's Department

**20 YEARS OF SERVICE**

Karen L. Grum

01/21/1996

Sheriff's Department

**15 YEARS OF SERVICE**

Stephanie P. Klein

01/29/2001

State's Attorney Office

**10 YEARS OF SERVICE**

Rachel E. McIntyre

01/03/2006

State's Attorney Office

Audra S Pauleo

01/10/2006

Court Services

**5 YEARS OF SERVICE**

Connie D. McCauley

01/12/2011

Health Department

Benjamin A. Meier

01/18/2011

Document Storage

Janet D. Ott

01/24/2011

Health Department

Russell C. Stokes

01/25/2011

Court Security

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

**RESOLUTION #R2016-01**

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

**WHEREAS**, JX Peterbilt of Rockford, Illinois has submitted the low bid meeting specifications, for the provision of said item;

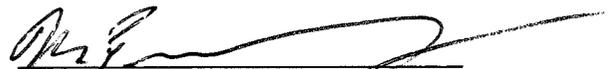
**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Board that it does approve an award in the low bid submitted meeting specifications by the aforementioned dealer for the provision of the specified pieces of equipment in the amount as provided below.

**JX PETERBILT:**

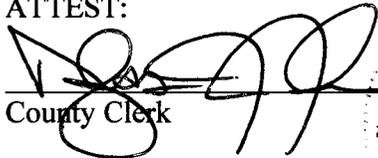
- A) Provision of a new Tandem Axle Cab and Chassis as specified in the amount of Ninety-Nine Thousand Five Hundred Eight-Four Dollars and Twenty-Five Cents (\$99,584.25); and
- B) Trade Allowance for one 2005 Peterbilt 330 with snow removal equipment of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); and
- C) Option provisions of transmission warranty (\$459.00); and engine warranty 60 months or 100,000 miles (\$2,750.00).

**Total cost of cab and chassis with options - \$67,793.25**

**PASSED AT SYCAMORE, ILLINOIS THIS 20<sup>TH</sup> DAY OF JANUARY, 2016 A.D.**

  
Chairman, DeKalb County Board

ATTEST:

  
County Clerk



BOARD INFORMATION FROM JANUARY 5TH BID LETTING:

**New Tandem Cab and Chassis**

<b>CIT Group, Loves Park</b>	\$ 101,487.88
With trade value of	\$ (21,500.00)
With Options	\$ 3,634.00
Total	<u>\$ 83,621.88</u>

<b>JX Peterbilt, Rockford</b>	\$ 99,584.25
With trade value of	\$ (35,000.00)
With Options	\$ 3,209.00
Total	<u>\$ 67,793.25</u>

<b>Rush Truck Centers of IL</b>	\$ 94,780.57
With trade value of	\$ (20,000.00)
With Options	\$ 3,968.00
Total	<u>\$ 78,748.57</u>

**RESOLUTION  
R2016-02**

**A RESOLUTION SELECTING THE DEKALB COUNTY CONVENTION AND VISITORS BUREAU AS DEKALB COUNTY'S AGENCY OF RECORD FOR TOURISM PROMOTIONS FOR THE ILLINOIS OFFICE OF TOURISM FY2016.**

WHEREAS, the DeKalb County Board seeks to affiliate itself with the DeKalb County Convention and Visitors Bureau to assist in the promotion and marketing of DeKalb County; and

WHEREAS, such affiliation will encourage further retail, commercial, and business success in DeKalb County.

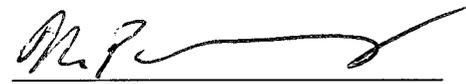
NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the DeKalb County Convention and Visitors Bureau is selected as DeKalb County's Agency of Record for Tourism Promotions for the Illinois Office of Tourism for the 2016 Fiscal Year (January 1, 2016 to December 31, 2016).

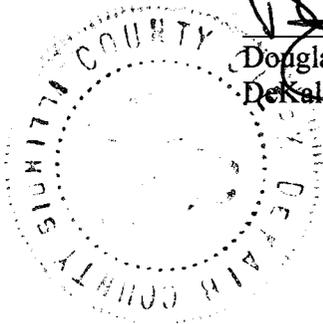
PASSED THIS 20TH DAY OF JANUARY 2016, A.D. IN SYCAMORE, ILLINOIS.

ATTEST:

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

SIGNED:

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



**RESOLUTION  
R2016-03**

WHEREAS, the DeKalb County Economic Development Committee has received and reviewed a proposal from the City of Sycamore to participate in a property tax abatement program designed to stimulate development within the City of Sycamore, and

WHEREAS, the City's proposal invites cooperation from all taxing bodies to offer a five-year decreasing term partial property tax abatement to industrial firms that would abate 90% of their property taxes in the first year, 80% of their property taxes in the second year, 70% of their property taxes in the third year, 60% of their property taxes in the fourth year and 50% of their property taxes in the fifth year. Those firms would be responsible for payment of 100% of their property taxes in the sixth and subsequent years, and

WHEREAS, the Economic Development Committee did find that such a program was in the best interests of the citizens of DeKalb County, and did recommend that the DeKalb County Board give favorable consideration to it.

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does concur in the recommendation of the Economic Development Committee and does hereby direct the County Board Chairman to execute the implementing Intergovernmental Agreement which is attached to this resolution and hereby incorporated by reference.

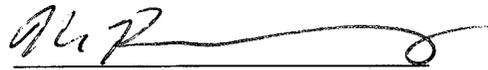
BE IT FURTHER RESOLVED that the DeKalb County Board does hereby authorize and direct the Economic Development Committee to review and recommend individual projects to the full County Board as they arise based on the appropriateness of the specific project and the level of participation of other public and private partners.

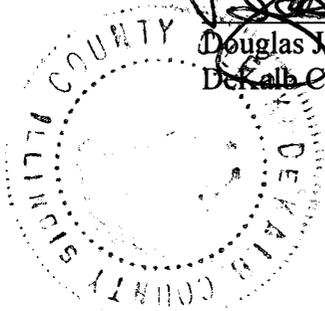
PASSED AT SYCAMORE, ILLINOIS THIS 20<sup>TH</sup> DAY OF JANUARY 2016 A.D.

ATTEST:

SIGNED:

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

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



**Intergovernmental Agreement  
Providing for Property Tax Abatement for Industrial, Logistics, and Knowledge  
Based Firms in the City of Sycamore**

This Intergovernmental Agreement (hereinafter, "Agreement") is entered into this 9<sup>th</sup> day of February, 2016 by and among the City of Sycamore (hereinafter, the "City"), the County of DeKalb (hereinafter, the "County"), the Sycamore Park District (hereinafter, the "Park"), the Sycamore Public Library (hereinafter, the "Library"), Sycamore Township (hereinafter, "Sycamore Township"), Cortland Township (hereinafter "Cortland Township"), Kishwaukee Community College (hereinafter, "College"), all hereinafter collectively referred to as the "Parties."

**Whereas**, the Parties have statutory authority to levy property taxes for various public purposes; and

**Whereas**, the City has legal authority under its home rule power, and pursuant to various state statutes and provisions contained in the Illinois Municipal Code, to consider and implement economic development programs and to enter into economic incentive agreements in order to attract new businesses to the City; and

**Whereas**, the Parties recognize that the City, in behalf of the Parties, may lead the community's negotiations to attract or retain industrial businesses; and

**Whereas**, it is in the best interest of the Parties to articulate a clear and consistent policy on incentives that may become available for the purpose of attracting or retaining industrial businesses; and

**Whereas**, the Parties desire to enter into a joint property tax abatement program, pursuant to Section 18-165 of the Revenue Code (35 ILCS 200/18-165) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.); and

**Whereas**, the Parties recognizes that each local governmental unit reserves the right, and has sole discretion, to determine whether or not it will participate in any economic incentive package proposed by the City pursuant to this Agreement; and

**Whereas**, this Intergovernmental Agreement replaces the Agreement entered into in April 2005; and

**Whereas**, any abatement of taxes by any or all of the Parties will provide a public benefit in any or all of the following ways:

- a) The project will create a significant increase in industrial valuation and generate substantial property tax revenues.
- b) The project will contribute a diversity of jobs, skills, products and services that will enhance the business climate and result in increased business activity.
- c) The project will enhance the economic base of the area through wages paid or products or services sold, and diminish the need to leave the service area to acquire goods and services.

- d) The project will utilize new technology in the expansion of existing operations or the development of new operations.
- e) The project will result in the creation of professional and skilled employment opportunities.
- f) The project will provide a means to recover local governmental operating or capital costs through substantial tax contributions.
- g) The project will contribute significantly to the overall quality of life in the area.

**Now, Therefore,** in consideration of the mutual agreements contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed by, between and among the parties hereto as follows:

1. The intergovernmental property tax abatement program may follow one of several schedules. **Exhibit "A"** illustrates the maximum benefit available from the Parties.
2. Incentive information and applications shall be provided to interested industrial businesses by the City.
3. Within two weeks of the receipt of a completed application, the City shall circulate copies of the application and all relevant information to the other taxing bodies.
4. It is expected that each of the Parties shall take the completed application under consideration and either accept or reject the application within sixty (60) days of the receipt of such application.
5. During deliberation on an application, the City shall serve as the point of contact with the interested company. At the applicant's discretion, representatives of the interested business may be available to explain their project to representatives of local taxing bodies.
6. Each of the Parties reserves the right to consider additional incentives apart from the property tax abatement program if the potential impact of the business merits such consideration.
7. For Parties participating in the DeKalb County Enterprise Intergovernmental Agreement, if the subject property is within the area designated as part of the DeKalb County Enterprise Zone, then the DeKalb County Enterprise Zone Intergovernmental Agreement provisions, and not the terms of this Agreement, shall control.
8. The Parties agree that no property tax abatement shall be extended to a business unless that business shall enter a "Business Partnership Agreement," the form of which is detailed as **Exhibit "B."** According to the terms of such partnership agreement,
  - a) Neither the business nor any of the Parties shall contest the EAV upon which the abatement is based for a period of five (5) years after the full value of the improvements is entered on the County Assessor's rolls. It is understood that, in any one year of this five year period, the assessed valuation, excluding multipliers, shall not be greater than one hundred and five percent (105%) nor less than ninety-five percent (95%) of the previous year's assessment, or that the cumulative assessed valuation of the property for the five year period, excluding multipliers, is not greater

than one hundred fifteen percent (115%) nor less than eighty-five percent (85%) of the base year's assessment.

- b) For a period of ten years, any business receiving property tax abatement is obliged to indemnify each of the Parties for the value of all abated taxes if that business shall move out of Sycamore, or sell to another entity which removes said enterprise and its jobs from the community.
- 9. Any Party may terminate its participation in this agreement without cause, upon thirty days prior written notice to the other participating local governmental units.
- 10. Severability. Should any clause or paragraph in this Agreement be held unenforceable, void, or unconstitutional, it is the intent of the Parties that all remaining clauses of this Agreement shall survive and be deemed enforceable despite such occurrence.
- 11. Laws of Illinois. The Parties agree that this Agreement shall be governed by the laws of the State of Illinois. Should any dispute concerning the terms of this Agreement arise between the Parties that requires litigation through a court system, the Parties agree that all litigation shall be resolved through the Sixteenth Judicial Circuit Court of the State of Illinois.
- 12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

**Wherefore**, the Parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**CITY OF SYCAMORE**

By: *Ken Murphy*  
Mayor

Attest: *Candy Smith*  
City Clerk



**COUNTY OF DEKALB**

By: *[Signature]*  
Chairman

Attest: *[Signature]*  
County Clerk

SYCAMORE PARK DISTRICT

By: Ted M. [Signature]  
President

Attest: [Signature]

SYCAMORE PUBLIC LIBRARY

By: [Signature]  
President

Attest: Mary Holtop

SYCAMORE TOWNSHIP

By: Amy Maloney  
Chairman, Board of Trustees

Attest: [Signature]

CORTLAND TOWNSHIP

By: Dale Walker  
Chairman, Board of Trustees

Attest: [Signature]

KISHWAUKEE COMMUNITY COLLEGE

By: Robert Johnson  
Chairman, Board of Trustees

Attest: [Signature]

**EXHIBIT A**

**LOCAL TAX ABATEMENT OPTIONS\***

Maximum Abatement:

<b>Taxing Body</b>	<b>Year 1**</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
City of Sycamore	90%	80%	70%	60%	50%
County of DeKalb	90%	80%	70%	60%	50%
Sycamore Library	90%	80%	70%	60%	50%
Sycamore Township	90%	80%	70%	60%	50%
Sycamore Park District	90%	80%	70%	60%	50%
Kishwaukee College	90%	80%	70%	60%	50%
Cortland Township	90%	80%	70%	60%	50%

\*Each taxing body, in its sole discretion, will review abatement requests and determine whether it will support or modify an abatement application.

\*\*Abatement begins in the first year of full assessment, or after the full value of the improvements is entered on the County Assessor's rolls.

**EXHIBIT B**  
**MODEL BUSINESS PARTNERSHIP AGREEMENT**

This Business Partnership Agreement is made between \_\_\_\_\_ (business name), and the City of Sycamore (hereinafter, the “City”), the County of DeKalb (hereinafter, the “County”), the Sycamore Park District (hereinafter, the “Park”), the Sycamore Public Library (hereinafter, the “Library”), Sycamore Township (hereinafter, “Sycamore Township”), Cortland Township (hereinafter “Cortland Township”), Kishwaukee Community College (hereinafter, “College”), all hereinafter collectively referred to as the “Parties.”

**Whereas,** \_\_\_\_\_ (business name) is registered to do business in the State of Illinois and is the owner/contract purchaser of certain property (property address) within the corporate limits of the City of Sycamore, a legal description of which is attached hereto and made a part hereof; and

**Whereas,** \_\_\_\_\_ (business name) intends to develop/redevelop the property located at \_\_\_\_\_ (address) for use as a \_\_\_\_\_ facility; and

**Whereas,** the development or redevelopment of the property at \_\_\_\_\_ by \_\_\_\_\_ (business name) will serve the public purposes of creating job opportunities for Sycamore residents, stimulating economic activity and a more balanced tax base, and broadening Sycamore’s motivated and skilled and work force; and

**Whereas,** pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) the Parties have the authority under the Constitution of the State of Illinois and Illinois state statutes to contract or otherwise associate among themselves to obtain or promote services in any manner not prohibited by law or local ordinance; and

**Whereas,** pursuant to Section 18-165 of the Revenue Code (35 ILCS 200/18-165) the Parties are authorized to abate taxes on industrial property under certain constraints in law and in the aggregate amount of taxes to be abated; and

**Whereas,** the development or redevelopment proposed by \_\_\_\_\_ (business name) is expected to expand the tax bases of the participating local governmental units by generating additional property tax revenues even after a portion of the combined property tax extension is abated and paid to \_\_\_\_\_ (business name);

**Whereas,** the Parties hereto have each authorized the execution of this Agreement as an exercise of their respective governmental authorities, as an exercise of their intergovernmental authority under the Constitution of the State of Illinois, and specifically pursuant to statutory authority to abate taxes on certain designated property; and their purposes, powers, rights, objectives, and responsibilities hereunder are fully set forth herein.

**Now, Therefore,** in consideration of the mutual agreements contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed by, between, and among the parties hereto as follows:

**A. Undertakings on the Part of \_\_\_\_\_ (business name):**

1. If the subject property at \_\_\_\_\_ (address) is not already owned by \_\_\_\_\_ (business name), such business shall have obtained fee simple title to the subject property by \_\_\_\_\_.
2. Within thirty (30) days after executing this Agreement or acquiring title to the subject property, \_\_\_\_\_ (business name) shall deliver to the City a certified copy (certified by the Recorder of Deeds of DeKalb County, Illinois) of its recorded deed to the subject property. The City shall in turn, upon the receipt of the certified copy, make photocopies of said deed for the other participating taxing bodies.
3. Using its reasonable best efforts, \_\_\_\_\_ (business name) shall, within calendar year \_\_\_\_\_, obtain approvals from the City to develop or redevelop the subject property. Such approvals shall include, but not be limited to, annexation, rezoning, demolition, grading, site preparation, building permits and other applicable permits and shall have paid all associated fees.
4. \_\_\_\_\_ (business name) shall use its reasonable best efforts to satisfy all conditions precedent to obtaining an occupancy permit from the City no later than \_\_\_\_\_, 201\_, except in the event \_\_\_\_\_ (business name) is unable to open for business due to any civil disorder, war, casualty or acts of God, or other adverse events beyond the reasonable control of \_\_\_\_\_ (business name).
5. For a period of ten years, \_\_\_\_\_ (business name) is obliged to indemnify each of the Parties for the value of all abated taxes if that business shall move out of Sycamore, or sell to another entity which removes said enterprise and its jobs from the community.
6. \_\_\_\_\_ (business name) agrees to promptly pay any and all taxes and governmental charges of any kind that may be lawfully imposed upon the subject property.
7. \_\_\_\_\_ (business name) shall give each of the participating governmental units written notice regarding any delinquency or defaults in the payment of any property taxes levied or extended upon the subject property which are due to the County Clerk when notice is received.
8. \_\_\_\_\_ (business name) warrants that its projected investment in the subject property shall total approximately \$\_\_\_\_\_ over the term of this Agreement, a sum which includes property acquisition, site preparation, architectural and engineering plans, and construction or rehabilitation.
9. \_\_\_\_\_ (business name) warrants it is an Illinois corporation (or partnership, LLC, or other) authorized to do business in the State of Illinois.

**B. Undertakings on the Part of the Participating Local Governmental Units:**

1. Upon satisfaction by \_\_\_\_\_ (business name) of all the conditions hereinabove stated, and upon completion of construction (or rehabilitation or

repair) and occupancy of the subject property by \_\_\_\_\_(business name), the Parties shall thereafter fulfill their respective obligations to abate their respective property taxes as defined in the schedule of abatement below:

<b>Taxing Body</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
City of Sycamore					
County of DeKalb					
Sycamore Library					
Sycamore Township					
Sycamore Park District					
Kishwaukee College					
Cortland Township					

2. To implement the abatements, the respective participating governmental units shall each annually adopt and file with the County Clerk at the appropriate time an ordinance or resolution, whichever is required by law, providing for the abatement in the amounts indicated in the table, above. The amount of each participating government’s abatement share shall be calculated following the publication by the DeKalb County Assessor of the corresponding tax year’s EAV for the subject property.

**C. Mutual Undertakings on the Part of \_\_\_\_\_(business name) and the Parties:**

1. Neither the business nor any of the Parties shall contest the EAV upon which the abatement is based for a period of five (5) years after the full value of the improvements is entered on the County Assessor’s rolls. It is understood that, in any one year of this five year period, the assessed valuation, excluding multipliers, shall not be greater than one hundred and five percent (105%) nor less than ninety-five percent (95%) of the previous year’s assessment, or that the cumulative assessed valuation of the property for the five year period, excluding multipliers, is not greater than one hundred fifteen percent (115%) nor less than eighty-five percent (85%) of the base year’s assessment.
2. Neither the business nor any of the Parties shall contest the fact that if in any year the total real property taxes due (less abated taxes) are not fully paid on the date on which said taxes are due, the right to receive the abatements described herein shall not be reinstated, and the County Clerk shall be notified accordingly.

**D. Termination.** In the event it is determined that \_\_\_\_\_(business name) has violated the provisions of this Agreement, then all abatements previously granted shall be repaid in full to each of the participating governmental units and the obligations of said governmental units to any future abatements shall cease.

**E. Notices.** All notices and requests that are required pursuant to this Agreement shall be sent by certified mail as follows:

To (business name):

To the City:

City Manager  
City of Sycamore  
308 West State Street  
Sycamore, IL 60178

To the County:

County Administrator  
County of DeKalb  
Legislative Center  
200 North Main Street  
Sycamore, IL 60178

To the Park District:

Executive Director  
Sycamore Park District  
940 East State Street  
Sycamore, IL 60178

To the Library:

Executive Director  
Sycamore Public Library  
103 East State Street  
Sycamore, IL 60178

To Kishwaukee College:

President  
Kishwaukee Community College  
21193 Malta Road  
Malta, IL 60150

To Sycamore Township:

Supervisor  
Sycamore Township  
545 Brickville Road  
Sycamore, IL 60178

To Cortland Township:

Supervisor  
Cortland Township  
2010 Prairie Street  
Cortland, IL 60112

**F. Laws Governing.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and, for the purposes of any lawsuit between the parties

concerning this Agreement, its enforcement, or the subject thereof, the venue shall be in DeKalb County, Illinois.

**G. Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective corporate successors and assigns. This Agreement shall not run with the land or the subject property.

**H. No Waiver.** Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them that may be imposed on another party, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**I. Headings.** All section headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereof whether relevant to such heading or not.

**J. Authorization To Execute.** The officers of \_\_\_\_\_(business name) who shall execute this Agreement warrant that they are lawfully authorized by the firm's board of directors to execute this Agreement on its behalf. The officers or elected officials of the governmental units who shall execute this Agreement warrant that they are also authorized to execute this Agreement on behalf of their respective governing bodies.

**K. Amendment.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings among the Parties and \_\_\_\_\_(business name) relative to the incentive described above. The parties to this Agreement agree that no expressed or implied promises, inducements, agreements, conditions or understandings, other than those herein set forth, shall bind the parties for the purpose of the subject matter hereof. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them jointly.

**L. Counterparts.** This Agreement may be executed in multiple counterparts, each of which taken together shall constitute one and the same instrument.

**M. Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the participating local governmental units do not have the power to perform any such provision, such provision shall be deemed to be excised and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the government units from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves any of the participating local governmental units of any of their monetary obligations under this Agreement then this Agreement shall terminate.

**N. Term.** Unless earlier terminated pursuant to other provisions of this Agreement, this Agreement shall terminate when property taxes on the subject property have been abated in the aggregate sum of \$ \_\_\_\_\_ in accordance with Section B, herein, or upon abatement of property taxes in accordance with Section B, herein, for a period of \_\_\_\_\_ years, whichever is the first to occur.

**O. Contingency.** In the event \_\_\_\_\_ business name does not obtain or retain title to the subject property for any reason or does not complete the project or achieve legal occupancy for the property, this Agreement shall automatically terminate and be null and void and of no further force or effect. Upon such termination, all parties shall be relieved of any liability or obligation to the others under this Agreement, except that any abatement monies already paid to \_\_\_\_\_ (business name) shall be returned to the respective participating governmental units.

**IN WITNESS WHEREOF**, this Agreement is made and executed as of the date and year first written above.

**CITY OF SYCAMORE**

By: *Ken Munnally*  
Mayor

Attest: *Candy Smith*  
City Clerk



**COUNTY OF DEKALB**

By: *[Signature]*  
Chairman

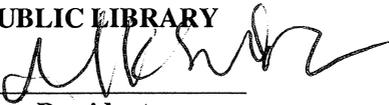
Attest: *[Signature]*  
County Clerk

**SYCAMORE PARK DISTRICT**

By: *[Signature]*  
President

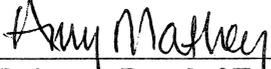
Attest: *[Signature]*

**SYCAMORE PUBLIC LIBRARY**

By:   
President

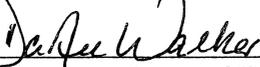
Attest: Mary Holtrop

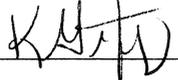
**SYCAMORE TOWNSHIP**

By:   
Chairman, Board of Trustees

Attest: 

**CORTLAND TOWNSHIP**

By:   
Chairman, Board of Trustees

Attest: 

**KISHWAUKEE COMMUNITY COLLEGE**

By:   
Chairman, Board of Trustees

Attest: 

Revised 12/03/2015

**RESOLUTION  
R2016-04**

**DEKALB COUNTY 2016 LEGISLATIVE AGENDA**

WHEREAS, the members of the DeKalb County Executive Committee have determined the need for the County to develop a Legislative Agenda, and

WHEREAS, the County Board Members and County Department Heads were invited to submit ideas for the State Legislative Agenda which would improve services to citizens or increase the efficiency and effectiveness in operating County Departments, and

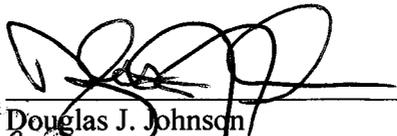
WHEREAS, the efforts of the Executive Committee have resulted in the State Legislative Agenda which is attached to this resolution and herein incorporated by reference;

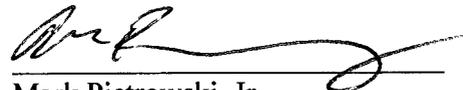
NOW, THEREFORE, BE IT RESOLVED, that the DeKalb County Board does hereby endorse and adopt the State Legislative Agenda as recommended by the DeKalb County Board Executive Committee and does direct the County Administrator to provide copies of the attached State Legislative Agenda to all State Senators and State Representatives serving the citizens of DeKalb County.

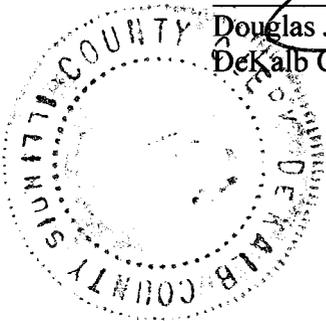
PASSED AT SYCAMORE, ILLINOIS, THIS 20<sup>TH</sup> DAY OF JANUARY, 2016 A.D.

ATTEST:

SIGNED:

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

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



DEKALB COUNTY GOVERNMENT  
2016  
STATE LEGISLATIVE AGENDA



Adopted by the DeKalb County Board  
January 20, 2016  
Resolution # R2016-04

**DEKALB COUNTY GOVERNMENT  
SYCAMORE, ILLINOIS**

**LEGISLATIVE AGENDA GUIDING PRINCIPLES**

**Adopted January 20, 2016**

- Support legislation granting additional authority to counties as the most efficient and effective way to provide services to our citizens
- Honor all Federal and State financial obligations and commitments
- Oppose unfunded mandates imposed by State and Federal governments, and fund all programs mandated in the law
- Oppose legislation that erodes our existing revenue base
- Oppose diverting revenues dedicated to local government (including, but not limited to, sales, gasoline, and income taxes)
- Support legislation that expands reasonable user fees for specific services to reduce the reliance on property tax revenues

Item:	<b>DeKalb County Government's Legislative Agenda</b>	<b># 2016-1</b> 1/20/2016
Submitted:	County Board Executive Committee	
Topic:	<b>Passage of a Responsible State Budget for FY 2016</b>	
Issue:	As of this date, no State Budget has been passed for the period July 1, 2015 through June 30, 2016. This is creating a funding hardship for many organizations throughout DeKalb County and the State.	
Solution:	Find a reasonable compromise among all parties that will not hurt Illinois citizens and Units of Local Government.	
Proposed Wording:		
Status:		

Item:	<b>DeKalb County Government's Legislative Agenda</b>	<b># 2016-2</b> 1/20/2016
Submitted:	Finance Office	
Topic:	<b>Access to Basic Sales Tax Information</b>	
Issue:	Illinois Counties do not have the same access to sales tax information for businesses located within their County as municipalities do. The lack of information makes it virtually impossible for counties to determine if the taxes collected are going to the correct jurisdiction.	
Solution:	Pass legislation that gives Counties access to sales tax information for businesses located within their County. This would give counties the same rights as were previously granted to municipalities.	
Proposed Wording:	<p><u>35 ILCS 120/11</u>: <i>In provisions concerning the furnishing of financial information by the Department of Revenue to municipalities or counties, provides that: (1) the Department may disclose the standard classification number assigned to a business; (2) only the chief executive officer or chairman of the municipality or county may enter into an information-sharing agreement with the Department; (3) the chief executive officer or chairman shall provide the Department with a list of municipal or county employees who may request return information, view return information, or receive related information; (4) provides that the list may include only employees who are directly involved in the financial operations of the municipality or county; (5) the written agreement may be canceled by either the Department or the chief executive officer or chairman of the municipality or county at any time and shall be canceled in the event of any unauthorized use or disclosure of State tax return information obtained pursuant to the written agreement or failure to abide by the procedures set forth in the agreement by the Department for safeguarding the confidentiality of tax return information.</i></p>	
Status:		

Item:	<b>DeKalb County Government's Legislative Agenda</b>	<b># 2016-3</b> 1/20/2016
Submitted:	<b>Administration Office &amp; Highway Department</b>	
Topic:	<b>Permission for an Optional Per Gallon Local Motor Fuel Tax</b>	
Issue:	More funds are needed at the local level to maintain and build roads for the public to improve safety, commerce, and off-road pathways. Only DuPage, Kane and McHenry Counties are allowed to impose a local tax upon all persons engaged in the county in the business of selling motor fuel.	
Solution:	Obtain legislative permission for DeKalb County to have the option to collect a local motor fuel tax of up to 4 cents per gallon.	
Proposed Wording:	<i>55 ILCS 5/5-1035.1: The county board of the counties of <u>Boone, DeKalb, DuPage, Kane and McHenry</u> may, by an ordinance or resolution adopted by an affirmative vote, of a majority of the members elected or appointed to the county board, impose a tax upon all persons engaged in the county in the business of selling motor fuel, as now or hereafter defined in the Motor Fuel Tax Law, at retail for the operation of motor vehicles upon public highways or for the operation of recreational watercraft upon waterways.</i>	
Status:	House Bill #4368 adds Boone County.	

Item:	<b>DeKalb County Government's Legislative Agenda</b>	<b># 2016-4</b> 1/20/2016
Submitted:	Finance Office	
Topic:	<b>Permission for Optional Local Judicial Facilities Fee</b>	
Issue:	No funding source is available to most counties to fund building and remodeling projects for the (State) Court system. Only Kane County and Will County are authorized to impose a judicial facilities fee for the purpose of building or remodeling judicial facilities.	
Solution:	Obtain legislative permission to have the option to collect a Judicial Facilities Fee on court cases filed by adding DeKalb County to the list of Counties so authorized. The fee would not change and would not exceed \$30 per case.	
Proposed Wording:	<u>Amend 55 ILCS 5/5-1101.3:</u> <i>The county boards of <u>DeKalb County</u>, Kane County, and Will County may by ordinance impose a judicial facilities fee to be used for the building of new judicial facilities.</i>	
Status:		

Item:	<b>DeKalb County Government's Legislative Agenda</b>	<b>#2016-5</b> 1/20/2016
Submitted:	<b>Assessor's Office</b>	
Topic:	<b>Allow Official Notifications by Electronic Methods</b>	
Issue:	Currently the Property Tax Appeal Board (PTAB) is required to send certain official documents by US Mail rather than via electronic methods which causes monies to be unnecessarily spent on printing, postage, and staff costs.	
Solution:	Permit the use of e-mail delivery for a more environmentally friendly, cost-effective alternative.	
Proposed Wording:	<u>35 ILCS 200/16-180</u> : <i>"A copy of the appellant's petition shall be mailed or e-mailed by the clerk of the Property Tax Appeal Board to the board of review whose decision is being appealed."</i>	
Status:		

Item:	<b>DeKalb County Government's Legislative Agenda</b>	<b># 2016-6</b> 1/20/2016
Submitted:	<b>Assessor's Office</b>	
Topic:	<b>"Supportive Living Facilities" are not currently qualifying facilities where residents can keep the homestead exemption on their main house</b>	
Issue:	Most homestead exemptions include a goal of providing that if a taxpayer moves to a specific type of nursing facility, the taxpayer may continue to receive the homestead exemption on their property so long as the taxpayer remains in ownership, and the homestead property remains vacant or is occupied by a qualifying spouse. Supportive Living Facilities currently are not considered a qualifying property for residents of those facilities.	
Solution:	Pass legislation to include "Supportive Living Facilities" (a newer type of facility legislatively codified in 2006) by adding the language to the homestead exemption laws.	
Proposed Wording:	<u>35 ILCS 200/15-165: "or becomes a resident of a Supportive Living Program facility as certified by a Supportive Living Program Certification by the State of Illinois Department of Healthcare &amp; Family Services".</u>	
Status:		

Item:	<b>DeKalb County Government's Legislative Agenda</b>	<b># 2016-7</b> 1/20/2016
Submitted:	Assessor's Office	
Topic:	<b>Notification process of Taxing Bodies for Assessment Complaints exceeding \$100,000 in value change (35 ILCS 200/16-55(i)) (Submitted by the Assessor's Department)</b>	
Issue:	When an assessment complaint is filed where the value could be changed by \$100,000 or more, the County must notify all impacted Taxing Bodies by US Mail. This creates an administrative time and burden, adds costs unnecessarily, and time delays to the process.	
Solution:	Pass legislation to allow required notices to be sent electronically.	
Proposed Wording:	<u>35 ILCS 200/16-55(i)</u> : (i) In all cases where a change in assessed valuation of \$100,000 or more is sought, the board of review shall also serve a copy of the petition, <u>either by hard or electronic method</u> , on all taxing districts as shown on the last available tax bill at least 14 days prior to the hearing on the complaint. All taxing districts shall have an opportunity to be heard on the complaint.	
Status:		

Item:	<b>DeKalb County Government's Legislative Agenda</b>	<b># 2016-8</b> 1/20/2016
Submitted:	Assessor's Office	
Topic:	<b>Exempt Property Renewals</b>	
Issue:	Each year, hundreds of exempt property "certificates of status" are required to be sent out to and returned by units of local government. However, even if they are not returned, they cannot be placed on the tax rolls because they cannot go to the delinquent tax sale.	
Solution:	Pass legislation that any exempt property owned by a unit of State or local government join the current list (churches, cemeteries, and property of the United States) of properties that are not required to file an annual certificate of status.	
Proposed Wording:	<p><u>35 ILCS 200/15-10:</u> (b) However, titleholders or owners of the beneficial interest in any property exempted under any of the following provisions are not required to submit an annual filing under this Section:</p> <p>(1) Section 15-45 (burial grounds) in counties of less than 3,000,000 inhabitants and owned by a not-for-profit organization.</p> <p>(2) Section 15-40.</p> <p>(3) Section 15-50 (United States property).</p> <p><u>(4) Section 15-60 (Taxing District Property).</u></p>	
Status:		

Item:	<b>DeKalb County Government's Legislative Agenda</b>	<b># 2016-9</b> 1/20/2016
Submitted:	County Board Member Steve Reid	
Topic:	<b>Criminal Justice Reform</b>	
Issue:	The criminal justice system is our largest unfunded mandate and needs reform for several reasons.	
Solution:	Support legislation that reforms the criminal code and corrections code. Promote ending mandatory minimum sentences.	
Proposed Wording:	The County Board of DeKalb County does hereby urge our representatives at the state and federal level to enact legislation to reduce arbitrary mandatory sentences, encourage judges to release non-violent, non-flight-risk detainees on their own recognizance, decriminalize "nuisance" offences, provide for the support of community-based mental health treatment alternatives to incarceration, and/or other such action that will reduce jail populations to include only those who pose real risks to themselves or the community.	
Status:		

Item:	<b>DeKalb County Government's Legislative Agenda</b>	<b># 2016-10</b> 1/20/2016
Submitted:	County Board Executive Committee	
Topic:	<b>Fair Map Criteria for Legislative Re-Districting</b>	
Issue:	Legislative Districts, for Federal, State, and Local governments, which are changed after each 10 year Census, are often drawn in a manner that is political in nature rather than based on unbiased criteria.	
Solution:	Pass legislation that requires re-districting criteria to be based on non-political criteria.	
Proposed Wording:	Possible language can be found based on the "Iowa Model" and also on language adopted by the DeKalb County Board on November 19, 2014.	
Status:		

**RESOLUTION  
R2016-05**

WHEREAS, for the last several months DeKalb County has not received reimbursement from the State of Illinois for the State's statutory portion of the salaries of the Chief Assessment Officer, the Public Defender, and the State's Attorney, and

WHEREAS, all other counties in the State have been similarly situated for the last several months and that St. Clair County has recently obtained a verdict on a complaint filed in Circuit Court, and

WHEREAS, under this court order, St. Clair County has obtained full back reimbursement, and continuing current reimbursement, and

WHEREAS, the State's Attorney of St. Clair has made it's pleadings in that court action available to all counties in the State for use in bringing similar actions, and

WHEREAS, the State's Attorney of DeKalb County has recommended that an action based upon the successful St. Clair lawsuit be brought on behalf of DeKalb County in order to secure past due reimbursement and continuing current reimbursement as required by statute.

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board hereby authorizes the State's Attorney of DeKalb County to commence and prosecute a legal action against the appropriate agencies and departments of the State of Illinois, as are now withholding the payments hereinabove set forth which are statutorily due to the County of DeKalb, for the purpose of recovering sums now due, and ensuring the future payment of said reimbursement.

PASSED AT SYCAMORE, ILLINOIS THIS 20<sup>TH</sup> DAY OF JANUARY 2016 A.D.

ATTEST:

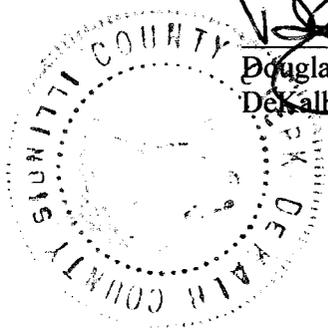


Douglas J. Johnson  
DeKalb County Clerk

SIGNED:



Mark Pietrowski, Jr.  
County Board Chairman



DEKALB COUNTY GOVERNMENT  
JAIL SOLUTIONS COMMITTEE

**FINAL REPORT TO THE COUNTY BOARD**

January 20, 2016; Page 1 of 2

The Jail Solutions Committee was created by the County Board on February 18, 2015. Committee membership consisted of Tracy Jones (Chairman), Marjorie Askins, Kevin Bunge, Dan Cribben, John Frieders, Lt. Joyce Klein, Frank O'Barski, Riley Oncken, Steve Reid, Sheriff Roger Scott, Paul Stoddard, and Anita Turner. The committee first reviewed many of the studies that had been done documenting the need of an expanded jail facility. We then discussed different ways to finance a facility, what was acceptable and what was not. We did not see the need to reinvent what was done by the previous 'Ad Hoc Jail Committee', but instead educated ourselves on the plan and gave it our approval after extensive discussion on the explanation of why and how the various design components were as presented.

The Jail Solutions Committee is pleased to report success in being able to move forward with the construction of an expanded Jail. The Jail Expansion will be essentially the same design and location as that recommended by the "Ad Hoc Jail Committee" when their work was completed in September, 2012. The project cost has grown to \$35,000,000 due to inflation, more accurate costing as plan details were refined, energy enhancements, changes in building codes, and the inclusion of a full basement when no basement was previously anticipated. The building is designed for future growth by building the maximum square footage that was affordable and leaving the east half as shell space. The building will open with 80 new beds. When coupled with 83 beds being kept from the existing facility (out of a possible 89), a total of 163 beds will be available. Initial available operating funds will limit usage to 133 beds. The shell space will eventually accommodate another 56 beds for a grand total of 219 beds.

This is all accomplished within the original goal of no property tax increases. Financing is entirely through Host Fee revenues from the Landfill and from shared sales tax revenue from businesses on the former "County Farm" property. Host fee money will also be adequate to cover the additional operating costs, including staffing, of the new facility.

The project has also utilized some financing arrangements that vary from traditional practices that will give flexibility and cost savings. Rather than issue bonds at the start of the project, bonds will be issued as cash flow needs arise, most likely in 2017 and 2018. In the interim before bonds are sold, internal borrowing of County, Forest Preserve, and Public Building Commission funds, at 3% interest, is expected to be utilized which is a savings over the bond market. This delay to the permanent financing of thirty year bonds allows the project to proceed as designed and with flexibility to expand in the years ahead.

Jail Solutions Committee  
Final Report to the County Board  
January 20, 2016  
Page 2 of 2

The Jails Solutions Committee also looked at ways to reduce the overall Jail population. The Committee encouraged the implementation of an afternoon Court Call to help make the Pre-Trial program more effective. This was implemented by the Courts, with the cooperation of the Jail staff, in late Fall of 2015. The Committee also encourages the County's Law & Justice Committee to continue to look at ways to help reduce the jail population.

As of this report, the Jail Expansion project is expected to begin as soon as the weather permits in the Spring of 2016 with a completion and opening date of the Summer of 2018.

Respectfully submitted,

Tracy Jones, Chairman  
Jail Solutions Committee

**DEKALB COUNTY  
FOREST PRESERVE DISTRICT  
January 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 January 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 \$671,553.27.
6. Old Business
7. New Business
8. Adjournment