

**DEKALB COUNTY GOVERNMENT  
COUNTY BOARD MEETING**

**May 18, 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 - None
8. Appointments for this Month:
  - a. **Building Board of Appeals:** Steve Bollinger reappointed for a term beginning June 1, 2016 and expiring May 31, 2021.
  - b. **Fairdale Light District:** Elizabeth Johnston appointed immediately to fill the unexpired term of Ryan Lawrence until April 30, 2017.
9. Reports from Standing Committees & Ad Hoc Committees

**PLANNING & ZONING COMMITTEE**

No Actionable Items

**COUNTY HIGHWAY COMMITTEE**

- a. **Resolution R2016-36:** Local Agency Agreements for Federal Participation for Plank Road Paving Project and the Shabbona Road Paving Project. *The DeKalb County Board hereby authorizes the Chairman to execute the appropriate Local Agency Agreements for Federal Participation with the State of Illinois for certain improvements to 12.31 miles of Shabbona Road at an estimated cost of \$2,260,000.00 with the local share to be estimated at \$452,000.00 and for certain improvements to 0.83 miles of Plank Road at an estimated cost of \$328,500.00 with the local share to be estimated at \$65,700.00. Committee Action: Vice Chair Luebke moved and Mr. Metzger seconded the motion to forward the resolution to the full County Board recommending approval of the two agreements. Motion passed unanimously.*

**ECONOMIC DEVELOPMENT COMMITTEE**

No Actionable Items

**HEALTH & HUMAN SERVICES COMMITTEE**

No Actionable Items

## LAW & JUSTICE COMMITTEE

- a. **Resolution R2016-37:** Consolidation Waiver Request for 911 Dispatch Centers. *The DeKalb County Board hereby supports the DeKalb County Emergency Telephone System Board in the Public Safety Answering Points consolidation exemption request in order to retain the local servicing of 911 calls at each of DeKalb County's four PSAPs and to not unnecessarily jeopardize safety, efficiencies, and cost effectiveness of the current system.* **Committee Action: It was moved by Mrs. Tobias, seconded by Ms. Leifheit and was approved unanimously.**

## FINANCE COMMITTEE

- a. **Claims to be Paid in May 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 \$5,448,928.24.
- b. **Reports of County Officials:** Move to accept and place on file the following Reports of County Officials:
1. Cash & Investments in County Banks – April 2016
  2. Public Defender's Report – April 2016
  3. Adult & Juvenile Monthly Reports – April 2016
  4. Pretrial Report – April 2016
  5. Sheriff's Jail Report – April 2016
  6. Planning & Zoning Building Permits & Construction Reports - April 2016

## EXECUTIVE COMMITTEE

- a. **Resolution R2016-38:** Resolution to Memorialize Potential Impacts of Proposed "County School Facility Occupation Tax" (Sales Tax) Referendum. *The DeKalb County Board does hereby set forth as part of the public record the areas of consideration set forth in the resolution when the merits of the imposition of a County-wide School Facility Occupation (Sales) Tax are weighed and asks the State of Illinois to appropriately fund education.* **Committee Action: Moved by Mr. Jones, seconded by Mr. Stoddard and approved with one opposition from Mr. Frieders.**
- b. **Resolution R2016-39:** Support for Grant Funded Bike Path. *The DeKalb County Board hereby offers its support for the application prepared by the City of DeKalb as the sponsor agency for the proposed path along Dresser Road from Normal to Annie Glidden and for future phases of the project, that would provide greater connectivity along Annie Glidden between Dresser and Twombly, and along Twombly between Annie Glidden and the existing sidewalk 1300' feet west of Annie Glidden Road.* **Committee Action: Moved by Mrs. Turner, seconded by Mrs. Haji-Sheikh and was approved unanimously.**
- c. **Resolution R2016-xx:** IDOT Permits for Jail Expansion Project. – *On the Tables.*

10. Old Business
11. New Business:
  - a. **Presentation on Public Health Funding Option** – Jane Lux, DeKalb County  
Public Health Administrator
12. Adjournment

# EMPLOYEE SERVICE AWARDS

*May*

**2016**

SUN

MON

TUE

WED

THU

FRI

SAT

Joan Berkes Hanson

***30 YEARS OF SERVICE***

05/05/1986

Information Management

***25 YEARS OF SERVICE***

None

Brenda G. Courtney  
Mary Lynn Meisch

***20 YEARS OF SERVICE***

05/09/1996

Health Department

05/20/1996

County Clerk-Elections

***15 YEARS OF SERVICE***

Tammy J. Webb  
Vicki J. Zink  
Andrew P. Vanatta  
Sheila E. Santos

05/14/2001

Court Services

05/15/2001

Rehab & Nursing

05/15/2001

Information Management

05/23/2001

Information Management

***10 YEARS OF SERVICE***

Rodney B. Long  
Linda M. Drake  
Jason P. Pfister  
George B. Gates

05/01/2006

Judiciary

05/01/2006

Veterans Assistance

05/22/2006

Highway

05/23/2006

Rehab & Nursing

***5 YEARS OF SERVICE***

Gregory M. Maurice  
Samuel F. Rucker  
Robin L. Brunschon

05/16/2011

Health Department

05/16/2011

Facilities Management

05/28/2011

Supvr of Assessments

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

**RESOLUTION**  
**#R2016-36**

**WHEREAS**, the Highway Committee of the DeKalb County Board deems it appropriate to enter into two agreements with the State of Illinois for certain improvements to 12.31 miles of Shabbona Road, from the Village of Malta limits, south to U.S. Route 30, with said improvement to be designated as Section 13-00237-00-RS and estimated to cost Two Million Two Hundred Sixty Thousand Dollars (\$2,260,000.00) with the local share to be estimated at Four Hundred Fifty-Two Thousand dollars (\$452,000.00); and for certain improvements to 0.83 miles of Plank Road, from Lindgren Road to Illinois Route 23, with said improvements to be designated as Section 14-00244-00-RS and estimated to cost Three Hundred Twenty-Eight Thousand Five Hundred Dollars (\$328,500.00) with the local share to be estimated at Sixty-Five Thousand Seven Hundred Dollars (\$65,700.00).

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

**PASSED AT SYCAMORE, ILLINOIS THIS 18th DAY OF MAY, 2016 A.D.**

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

ATTEST:

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

**Shabbona Road**

Original Budget

Engineer's Estimate

**Rock Road Companies (Low Bid)**

**Plank Road**

Original Budget

Engineer's Estimate

**Peter Baker & Son Co. (Low Bid)**

	Total	Funding Sources for R#2016-36	
		Federal STR	Property Tax Matching
Original Budget	\$ 2,250,000.00	\$ 1,800,000.00	\$ 450,000.00
Engineer's Estimate	\$ 2,247,520.90	\$ 1,798,016.72	\$ 449,504.18
<b>Rock Road Companies (Low Bid)</b>	<b>\$ 1,749,172.43</b>	<b>\$ 1,399,337.94</b>	<b>\$ 349,834.49</b>
	Total	Federal STU	Property Tax Matching
Original Budget	\$ 310,000.00	\$ 248,000.00	\$ 62,000.00
Engineer's Estimate	\$ 329,884.60	\$ 263,907.68	\$ 65,976.92
<b>Peter Baker &amp; Son Co. (Low Bid)</b>	<b>\$ 276,563.00</b>	<b>\$ 221,250.40</b>	<b>\$ 55,312.60</b>

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency DeKalb County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 13-00237-00-RS	Fund Type STR	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-065-15	RS-0174(120)				

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 Shabbona Road / CH 6 Route FAS 0174 Length 12.31Mi  
Termini Malta CL to US Route 30

Current Jurisdiction DeKalb County TIP Number n/a Existing Structure No n/a

**Project Description**

The project consist of resurfacing the existing pavement with a 2" Hot-Mix Asphalt overlay, placement of Hot-Mix asphalt shoulders , and other incidental work necessary to complete the project.

**Division of Cost**

Type of Work	STR	%	%	LPA	%	Total
Participating Construction	1,808,000	( 80 )	( )	452,000	( 20 )	2,260,000
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering		( )	( )		( )	
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 1,808,000</b>			<b>\$ 452,000</b>		<b>\$ 2,260,000</b>

**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 \$452,000 \_\_\_\_\_ 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 ties (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 fix 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.

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**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

(Insert Addendum numbers and titles as applicable)

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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)

DeKalb County Board Chairman

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

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.

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency DeKalb County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 14-00244-00-RS	Fund Type STU	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-066-15	M-5017(051)				

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 Plank Road / CH 15 Route FAU 5369 Length 0.83 Mi  
Termini Lindgren Road to IL Route 23

Current Jurisdiction DeKalb County TIP Number 224 Existing Structure No n/a

**Project Description**

The project consist of resurfacing the existing pavement with a 2.5" Hot-Mix Asphalt overlay, placement of Hot-Mix asphalt shoulders, class D patches, and other incidental work necessary to complete the project

**Division of Cost**

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	262,800	( 80 )	( )	65,700	( 20 )	328,500
Non-Participating Construction	( )	( )	( )	( )	( )	
Preliminary Engineering	( )	( )	( )	( )	( )	
Construction Engineering	( )	( )	( )	( )	( )	
Right of Way	( )	( )	( )	( )	( )	
Railroads	( )	( )	( )	( )	( )	
Utilities	( )	( )	( )	( )	( )	
Materials						
<b>TOTAL</b>	<b>\$ 262,800</b>			<b>\$ 65,700</b>		<b>\$ 328,500</b>

**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 \$65,700 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 ties (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 fix 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

(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)

DeKalb County Board Chairman

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

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.

**RESOLUTION  
R2016-37**

**WHEREAS**, there are four Public Safety Answering Points (PSAPs) for E-911 calls in DeKalb County and those centers are hosted by DeKalb County Government, Northern Illinois University (NIU), the City of DeKalb, and the City of Sandwich, and

**WHEREAS**, the State of Illinois has passed a law that requires the local Emergency Telephone System Board (ETSB) to file a consolidation plan by June 1, 2016 to reduce the number of PSAPs in DeKalb County from four to two, and

**WHEREAS**, the DeKalb County ETSB has authority over the facilitation of the required consolidation, and

**WHEREAS**, the DeKalb County ETSB has decided that a consolidation of PSAPs would eliminate the PSAPs at NIU and City of Sandwich so that all E-911 calls would then be received by either DeKalb County Government or City of DeKalb, and

**WHEREAS**, the DeKalb County ETSB has decided that a consolidation of PSAPs in DeKalb County would not be in the best interests of the citizens of DeKalb County for reasons of safety, efficiency, and cost effectiveness, and

**WHEREAS**, the State law allows for the possibility of an exemption to the consolidation of PSAPs by filing a request for a waiver by June 1, 2016 which explains the detrimental effects that such a proposed consolidation would have in the ETSB service area, and

**WHEREAS**, the DeKalb County ETSB has elected to proceed with the filing of a waiver with the State of Illinois to exempt the DeKalb County ETSB from being required to consolidate from four PSAPs in DeKalb County to two PSAPS, and

**WHEREAS**, the County's Law & Justice Committee has reviewed the above delineated issue and has recommended that the County Board should support the DeKalb County ETSB with their waiver request;

**NOW, THEREFORE, BE IT RESOLVED** that the DeKalb County Board hereby supports the DeKalb County Emergency Telephone System Board in the Public Safety Answering Points consolidation exemption request in order to retain the local servicing of 911 calls at each of DeKalb County's four PSAPs and to not unnecessarily jeopardize safety, efficiencies, and cost effectiveness of the current system.

PASSED THIS 18TH DAY OF MAY, 2016 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

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

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

**RESOLUTION  
R2016-38**

**A Resolution to Memorialize Potential Impacts of a Proposed  
“County School Facility Occupation Tax” (Sales Tax) Referendum**

WHEREAS, the Illinois State Statute (55 ILCS 5/5-1006.7) provides for the possibility of a “County School Facility Occupation Tax” which allows for a county-wide sales tax, subject to a referendum, and

WHEREAS, the various school districts in DeKalb County are contemplating asking the voters of DeKalb County for the authority to impose such a tax, and

WHEREAS, sales taxes at the local level has traditionally been a source of funding that is reserved for municipalities and counties as a way for them to meet their mandates for services for the community, while school districts have traditionally been funded via local property tax revenues and State funding, and

WHEREAS, the DeKalb County Executive Committee has discussed the ramifications of such a tax as it relates to the ability for all taxing bodies throughout DeKalb County to provide their mandated services to the constituencies that they serve, and

WHEREAS, the Executive Committee has requested that the DeKalb County Board should memorialize key factors surrounding a new sales tax so that those factors, and their ramifications, may serve as a basis for consideration by the school districts, and ultimately by the voters, as they each weigh the best course of action as it relates to this tax;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby set forth as part of the public record areas to consider when the merits of the imposition of a county-wide School Facility Occupation (Sales) Tax are weighed:

1. Sales tax revenue is a regressive tax that causes the lower income groups in our community to pay a greater share of their income for this tax.
2. Property tax abatements to offset the new tax revenue cannot be guaranteed as that would be subject to action by each individual School Board each year.
3. Generally, sales tax is not a deduction for calculating a person’s income tax.
4. A higher proportion of sales tax money is collected in the cities of DeKalb and Sycamore than the proportion each community has of the county-wide student population. This disparity will cause sales tax money generated in DeKalb and Sycamore to be re-distributed, in part, to other areas of the County.

5. Businesses may experience a loss in sales to businesses located in counties that have a lower sales tax rate, especially for more expensive items. As an example, the sales tax rate would increase from 8.0% to 9.0% for DeKalb and Sycamore. Similarly, businesses located close to the county line may experience a loss in sales for less expensive items to businesses located in counties with a lower sales tax rate.
6. Sales tax money currently received via airline fuel sales will be jeopardized with the likely outcome that the revenue will be lost permanently. For the City of Sycamore this loss is estimated at \$900,000 per year and for DeKalb County Government this loss is estimated at between \$2,000,000 and \$3,000,000 per year, with the actual amount fluctuating as fuel prices change. The effect of this impact on DeKalb County residents will either be a loss of services (programs and staff cuts) or other new taxes to offset this nearly \$4,000,000 in lost revenues.
7. DeKalb County uses the sales tax revenue from airline fuel sales to pay expenses attributable to the County's General Fund and the loss of this revenue would represent about 10% of the General Fund.

BE IT FURTHER RESOLVED that the DeKalb County Board recognizes the on-going problem of Education Funding throughout the State of Illinois and the difficulty that makes for local School Districts to provide for the educational needs of the children in our County. The DeKalb County Board implores the Illinois Governor and Legislature to recognize their responsibility to provide fair, equitable, and adequate funding for the School Districts in Illinois and that solutions need to be provided that do not cause School Districts to compete with other units of local government for local funding sources to meet mandated services.

PASSED THIS 18TH DAY OF MAY, 2016 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

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Douglas J. Johnson  
DeKalb County Clerk

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Mark Pietrowski, Jr.  
County Board Chairman

**RESOLUTION  
R2016-39**

**RESOLUTION OF SUPPORT FOR THE ILLINOIS TRANSPORTATION  
ENHANCEMENT TRANSPORTATION PROGRAM GRANT APPLICATION  
SPONSORED BY THE CITY OF DEKALB**

**WHEREAS**, the Illinois Department of Transportation (IDOT) has issued a Request for Applications for candidate projects for federal funding through the Illinois Transportation Enhancements Program (ITEP), and

**WHEREAS**, the City of DeKalb wishes to complete the western portion of the bike path and sidewalk along Dresser Road to increase the safety of bicyclists and pedestrians as they travel east from Annie Glidden Road towards the DeKalb High School and Katz Park, and

**WHEREAS**, DeKalb County recognizes the benefits of the improvements as critical links in the bicyclists and pedestrians transportation network and also offers greater access to individuals seeking services at the DeKalb County Health Campus, and

**WHEREAS**, DeKalb County offers its support for the application prepared by City of DeKalb as the sponsor agency for the proposed path along Dresser Road from Normal to Annie Glidden and for future phases of the project, that would provide greater connectivity along Annie Glidden between Dresser and Twombly, and along Twombly between Annie Glidden and the existing sidewalk 1300' feet west of Annie Glidden Road;

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

**Section 1:** That the DeKalb County Greenways and Trails Plan, and the 2040 DSATS Long Range Transportation Plan identify this a necessary link in the transportation network and the Live Healthy DeKalb County Active Transportation organization endorse connecting paths to adjacent public spaces and trails as this walkway along Dresser Road completes a missing link, and the Annie Glidden and Twombly section add connectivity to the transportation network.

**Section 2:** That a copy of this Resolution shall be forwarded to the Department of Transportation to serve as a formal request for federal Transportation Enhancements grant funding for the eligible project elements identified in the City's applications.

PASSED THIS 18TH DAY OF MAY, 2016 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

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

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

**DEKALB COUNTY  
FOREST PRESERVE DISTRICT  
May 18, 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 May 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 \$101,861.10.
6. Old Business
7. New Business
8. Adjournment