

**DEKALB COUNTY GOVERNMENT
COUNTY BOARD MEETING**

October 18, 2017

7:00 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. **Kane, Kendall, DeKalb Workforce Development Board:** Jolene Willis appointed immediately until September 30, 2019.
 - b. **Victor-Clinton Drainage District:** Tom Bangert appointed immediately for a three-year term until August 31, 2020.
9. Reports from Standing Committees & Ad Hoc Committees

PLANNING & ZONING COMMITTEE

- a. **Ordinance O2017-22:** Granting a Special Use Permit for a Storage Business in Milan Township. *The DeKalb County Board hereby approves a Special Use Permit, with conditions as specified in the Ordinance, to Kevin and Donna Hickey to allow for the operation of a service use (storage business) in agricultural buildings that are no longer used for agriculture on property located at 12549 University Road, in Milan Township. Committee Action: Moved by Mr. Pietrowski with conditions, seconded by Mr. Jones and approved unanimously.*

COUNTY HIGHWAY COMMITTEE

- a. **Resolution R2017-123:** Approval of Engineering Agreement for Somonauk Road Bridge, .25 Miles South of US Route 30, Near Hinckley. *The DeKalb County Board hereby approves to enter into an Engineering Agreement with Wendler Engineering Services, Inc. of Dixon, Illinois for the provision of preliminary engineering services incident to the replacement of the bridge on Somonauk Road over Little Rock Creek, in Squaw Grove Road District in the amount not to exceed \$75,480.00. Committee Action: Vice Chair Willis moved and Mr. Plote seconded. Motion passed unanimously.*

ECONOMIC DEVELOPMENT COMMITTEE

No Actionable Items

HEALTH & HUMAN SERVICES COMMITTEE

- a. **Resolution R2017-124:** Authorizing the Execution and Submittal of a State of Illinois Capital Assistance Grant. *The DeKalb County Board does hereby authorize and direct the County Administrator to sign and submit an application to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant for the purpose of off-setting eligible public transportation capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services for DeKalb County. Committee Action: Moved by Ms. Askins, seconded by Mrs. Emmer and approved unanimously.*

LAW & JUSTICE COMMITTEE

- a. **Resolution R2017-125:** Kane County Juvenile Justice Center Intergovernmental Agreement. *The DeKalb County Board does hereby authorize the Chairman of the Board to enter into an intergovernmental agreement with Kane County wherein Kane County will guarantee housing for seven (7) DeKalb County juveniles in need of secure detention at its Juvenile Justice Center with a per diem charge of \$120.00 per day, per juvenile effective for three (3) years December 1, 2017 – December 1, 2020. Committee Action: Moved by Mr. Pietrowski, seconded by Mr. Luebke and approved unanimously.*

FINANCE COMMITTEE

- a. **Resolution R2017-126:** Appointment of the DeKalb County Information Management Office Director. *The DeKalb County Board hereby appoints Sheila E. Santos to the position of Director of the Information Management Office for DeKalb County Government as of October 30, 2017 at a salary of \$90,000, with 2% increments to the base salary following six months and one year of successful employment. Committee Action: Moved by Mr. Luebke, seconded by Mr. Reid and approved unanimously.*
- b. **Claims to be Paid in October 2017:** Move to approve the payment of claims for this month, and the off cycle claims paid during the previous month, including all claims for travel, meals, and lodging, in the amount of \$8,053,987.01.
- e. **Reports of County Officials:** Move to accept and place on file the following Reports of County Officials:
1. Cash & Investments in County Banks – September 2017
 2. Public Defender's Report – September 2017
 3. Adult & Juvenile Monthly Reports – September 2017
 4. Pretrial Report – September 2017
 5. Sheriff's Jail Report – September 2017
 6. Building Permits & Construction Reports – September 2017

EXECUTIVE COMMITTEE

No Actionable Items

10. Old Business
11. New Business
 - a. **Appointments Scheduled to be made in the Month of November 2017**
 1. DeKalb County Nursing Home Foundation Board – 3 positions
12. Adjournment

EMPLOYEE SERVICE AWARDS

October

2017

SUN

MON

TUE

WED

THU

FRI

SAT

30 YEARS OF SERVICE

None

25 YEARS OF SERVICE

Victoria R. Smith

10/26/1992

Court Services

20 YEARS OF SERVICE

None

15 YEARS OF SERVICE

Debbie A. Rosenberg

10/27/2002

Sheriff's Office

Laura A. Flink

10/30/2002

Sheriff's Office

10 YEARS OF SERVICE

Beverly A. Balika

10/15/2007

Health Department

Lisa A. Montgomery

10/15/2007

Circuit Clerk

Antonio C. Watson

10/16/2007

Sheriff Department

Meagan F. Pettengell

10/29/2007

Sheriff Department

Alexander E. Becker

10/30/2007

Sheriff Department

5 YEARS OF SERVICE

Alexander E. Becker

10/16/2012

Elections

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

STATE OF ILLINOIS)
)SS
COUNTY OF DEKALB)

ORDINANCE 2017-22

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A STORAGE BUSINESS
FOR PROPERTY LOCATED AT 12549 UNIVERSITY ROAD
IN MILAN TOWNSHIP**

WHEREAS, Kevin and Donna Hickey have filed an application for a Special Use Permit in accordance with Section 9 of the DeKalb County Zoning Ordinance to allow the operation of a service use in agricultural buildings that are no longer used for agriculture on property located at 12549 University Road, in Milan Township, zoned A-1, Agricultural District and legally described as shown in Exhibit "A" attached hereto; and

WHEREAS, following due and proper notice by publication in the Daily Chronicle not less than fifteen (15) nor more than thirty (30) days prior thereto, and by mailing notice to all owners of property abutting the subject property at least ten (10) days prior thereto, the DeKalb County Hearing Officer conducted a public hearing on September 14, 2017 at which the petitioner presented evidence, testimony, and exhibits in support of the requested Special Use Permit, and no members of the public spoke for or against the application; and

WHEREAS, the Hearing Officer having considered the evidence, testimony and exhibits presented has made his findings of fact and recommended that the Special Use Permit be granted, subject to conditions, as set forth in the Findings of Fact and Recommendation of the DeKalb County Hearing Officer, dated September 14, 2017, a copy of which is appended hereto as Exhibit "B"; and

WHEREAS, the Planning and Zoning Committee of the DeKalb County Board has considered the testimony and exhibits from the public hearing and has considered the Findings of Fact and Recommendation of the Hearing Officer, and has forwarded a recommendation to the DeKalb County Board that the requested Special Use Permit be approved, with conditions; and

WHEREAS, the DeKalb County Board has considered the Finding of Fact and Recommendation of the Hearing Officer and the recommendation of the Planning and Zoning Committee, and has determined that granting the Special Use Permit to allow the storage business on the subject property would be consistent with the requirements established by Section 9.02.B.3 of the DeKalb County Zoning Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF DEKALB COUNTY, ILLINOIS, as follows:

SECTION ONE: The report and Findings of Fact and Recommendation of the DeKalb County Hearing Officer, Exhibit "B" attached hereto, are hereby adopted as the findings of fact and conclusions of the DeKalb County Board.

SECTION TWO: Based on the Findings of Fact set forth above, the request by Kevin and Donna Hickey for a Special Use Permit to approve a storage business on the property at 12549 University Road, in Milan Township, is hereby approved for property being legally described in Exhibit "A" attached hereto.

SECTION THREE: This approval of a Special Use Permit is subject to the following conditions:

1. Use of the subject property and the operation of the storage business shall be in substantial accordance with the Application for Special Use Permit by Kevin and Donna Hickey and the testimony presented at the September 14, 2017 public hearing;
2. The three existing buildings on the subject property may be used for the storage of large, personal vehicles and equipment, such as (but not limited to): Recreational vehicles; tractors; boats; etc., or as shop space for the storage and maintenance of farm equipment;
3. There shall be no outside storage associated with the business;
4. There shall be no signage erected advertising the business;
5. The Special Use Permit is limited to the three existing buildings; the expansion of the Special Use will require a modification of the Special Use Permit;
6. The requirement that the parking area and drive aisles be paved, curbed, and landscaped is hereby waived due to no parts of the business occurring outside of the existing structure;
7. The requirement that a Site Development Permit is hereby waived due to no grading, filling, or excavating proposed to occur on the property.

SECTION FOUR: This Ordinance shall be in full force and effect upon its adoption by the County Board of DeKalb County, Illinois.

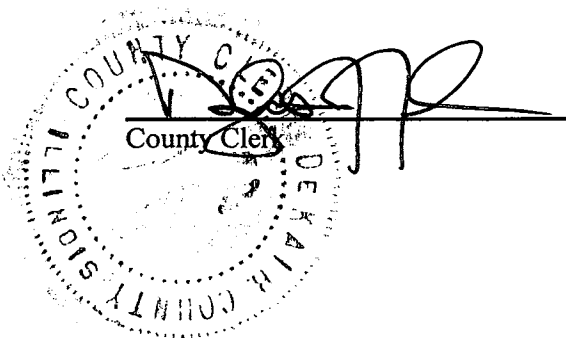
SECTION FIVE: Failure of the owners or other party in interest to comply with the terms of this Ordinance, after execution of such Ordinance, shall subject the owners or party in interest to the penalties set forth in Section 11.07 of the DeKalb County Zoning Ordinance.

PASSED BY THE COUNTY BOARD THIS 18TH DAY OF OCTOBER, 2017, A.D.



Chairman, DeKalb County Board

ATTEST:



County Clerk

Exhibit "A"

Legal Description of the Subject Property

The South 440.0 feet of the East 347.0 feet of the Northeast quarter of Section 35, Township 39 North, Range 3 East of the third principal meridian, Milan Township, DeKalb County, Illinois.

P.I.N. 10-35-200-010

Petition: MI-17-12
Date: September 14, 2017

FINDINGS OF FACT

This matter comes before the DeKalb County Zoning Hearing Officer on September 14, 2017 for consideration of a petition requesting a Special Use Permit on 3.5 acres to permit existing buildings on the property to be used for storage of vehicles and equipment and to be used as a farm shop in the A-1 Agricultural District.

The application of the Petitioner was duly filed in accord with the DeKalb County Code. The Petition and its attachments are incorporated into the record of proceedings herein by reference.

Publication of Notice

The notice of public hearing has been duly published in accord with the DeKalb County Code. A certificate of publication has been received into the record and reflects publication in the Daily Chronicle on August 26-27, 2017. Correspondence has been sent to all adjacent property owners.

Location of Subject Property

The subject property is located at 12549 University Road, Shabbona, Illinois.

The undersigned viewed the property on September 4, 2017.

Site Characteristics

A. Location – Access.

The subject parcel totals 3.5 acres and is presently zoned A-1, Agricultural District and is the location of three buildings, all of which are used for the storage of farm related equipment and as an agricultural shop. Access is to University Road and the parcel lies approximately 3 miles from the Village of Shabbona, Illinois. The parcel is designated in the Unified Future Land Use Plan of the DeKalb County Unified Comprehensive Plan for Agricultural Use.

B. Soils – Drainage

The property appears to be level and well drained.

C. Proposed Use

Plans call for the use of the existing buildings for storage of large personal vehicles and equipment, such as recreational vehicles, boats, tractors, etc. and in addition, at least one of the buildings is presently used as a shop space for the storage of maintenance of farm equipment.

Persons appearing on behalf of the Petitioners

The Petitioner was represented by Kevin Hickey, one of the owners of the property, along with his wife, Donna Hickey. There are three existing buildings on the property, namely an old barn that Mr. Hickey is in the process of refurbishing and two other buildings. Approximately 2 acres of the parcel is farmed. Mr. Hickey testified that he has tried to maintain the property in a neat manner and an observation of the property by the undersigned verifies that this is the case. In addition, 4 photographs taken of the property are made a part of this record. Mr. Hickey testified that he wants to be in compliance with the local zoning code. When he purchased the property, he had no interest in renting any of it, but he now has friends and neighbors who have approached him, from time to time, requesting permission to store some antique farm equipment, boat and other items in the existing buildings. He further testified that he is not going to advertise the property or put up any signs. He will have no employees other than himself. As indicated above, 2 of the 3.5 acres are now farmed and soybeans and corn are planted there from year to year and that will continue to be the case. He stated that there would not be any outside storage. He does intend to continue repairing the older building which is an old barn. The only people coming to the property would be people who are delivering equipment which Mr. Hickey would place in one of the buildings. Consequently, he will be the only one to enter the buildings.

No one appeared to object to the proposal.

Correspondence

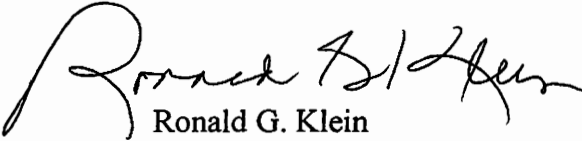
Correspondence was received from Greg Maurice of the DeKalb County Health Department indicating that they have no issue with the requested use.

In addition, an email was received from Mel and Tina Hass of 4772 McGirr Road, Shabbona, Illinois recommending approval. They stated that the property has always been well kept and they have no objections to the proposed use of it.

FINDINGS OF FACT AND RECOMMENDATION

The undersigned hereby recommends that the request for a Special Use Permit as outlined above be granted subject to the conditions that there be no outside storage, no signs and that no additional buildings would be constructed on the property. All storage and maintenance of farm equipment to take place inside the three existing buildings.

Respectfully Submitted,



Ronald G. Klein
Hearing Officer

RGK/vjm

RESOLUTION
R2017-123

WHEREAS, the Highway Committee of the DeKalb County Board deems it appropriate to enter into an Engineering Agreement with Wendler Engineering Services, Inc. of Dixon, Illinois for the provision of preliminary engineering services incident to the replacement of structure number 019-3030 on Somonauk Road over Little Rock Creek, in Squaw Grove Road District, DeKalb County; and

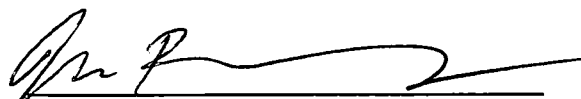
WHEREAS, DeKalb County has established a satisfactory relationship for services with Wendler Engineering Services, Inc.; and

WHEREAS, compensation for said services had been established as set forth herein below:

WENDLER ENGINEERING SERVICES, INC.: In the amount not to exceed Seventy-Five Thousand Four Hundred Eighty Dollars and Zero Cents (\$75,480.00) for preliminary engineering services for the design of the replacement of structure 019-3030 carrying Somonauk Road over Little Rock Creek, located in Squaw Grove Road District, DeKalb County and designated as Section 17-00022-01-BR.


NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve entering into the aforesaid Preliminary Engineering Agreement and does hereby authorize its Chairman to execute the pertinent documents.

PASSED AT SYCAMORE, ILLINOIS THIS 18TH DAY OF OCTOBER, 2017 A.D.

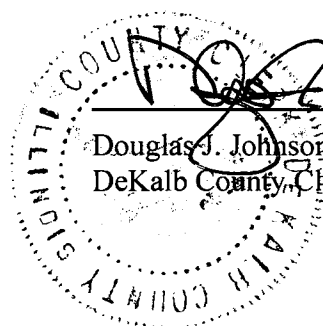


Mark Pietrowski, Jr.
Chairman, DeKalb County Board

ATTEST:



Douglas J. Johnson
DeKalb County Clerk



Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Wendler Engineering Svcs, Inc.
Township				Address 698 Timber Creek Rd. PO Box 486
County DeKalb				City Dixon
Section 17-00022-01-BR				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Replacement of SN 019-3030 over Little Rock Creek

Prop 019-3078

Route CH 10 Length 0.09 Mi. 500 FT (Structure No. 019-3030 Exis)

Termini 0.25 mi South of Hinckley on Somonauk Rd., Section 15, Township 38N, Range 5E

Description:
Preparation of plans, proposal and specifications for the replacement of Structure No. 019-3030 with a new structure anticipated to be a steel beam bridge with a reinforced concrete deck & necessary roadway approaches not exceeding 500' in length.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

- 1b, 1c, 1e, 1f, 1h, 1j
1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

HOURLY BASIS: MAXIMUM NOT TO EXCEED \$75,480.00
 Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000		(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1h of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 50 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 50 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

DeKalb County of the
(Municipality/Township/County)

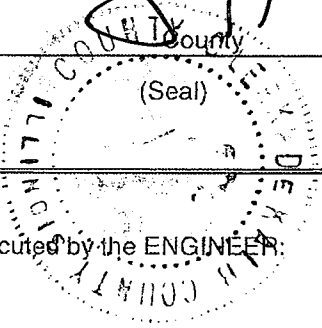
ATTEST:

State of Illinois, acting by and through its

By [Signature]
Clerk

County Board

By [Signature]
Title County Board Chairman



Executed by the ENGINEER:

Wendler Engineering Services, Inc.

698 Timber Creek Road

Dixon, IL 61021

ATTEST:

By [Signature]
Title Scott A. Brown Vice-President

By [Signature]
Title David A. Weber President

Approved

Date
Department of Transportation

Regional Engineer



Listed below are the personnel classifications and hourly rates of pay for the various personnel that may be employed on this project, the reimbursements for which is in accordance with the provisions of the Contract.

CLASSIFICATIONS	REGULAR HOURLY BILLING RATE
STRUCTURAL ENGINEER	95.00 - 145.00
PROFESSIONAL ENGINEER III	100.00 - 135.00
PROFESSIONAL ENGINEER II	90.00 - 130.00
PROFESSIONAL ENGINEER I	80.00 - 110.00
ENGINEER	75.00 - 100.00
PROFESSIONAL LAND SURVEYOR II	90.00 - 125.00
PROFESSIONAL LAND SURVEYOR I	85.00 - 110.00
LAND SURVEYOR (SIT)	75.00 - 100.00
SURVEY PARTY CHIEF	75.00 - 100.00
SURVEY PARTY MEMBER	50.00 - 90.00
TECHNICIAN III	75.00 - 100.00
TECHNICIAN II	60.00 - 90.00
TECHNICIAN I	50.00 - 75.00
ADMINISTRATIVE ASSISTANT	40.00 - 60.00

All other outside expenses - Actual Cost + 15%

The above hourly rates shall be applicable for a period of one year from the date of the agreement.
 JULY 1, 2017



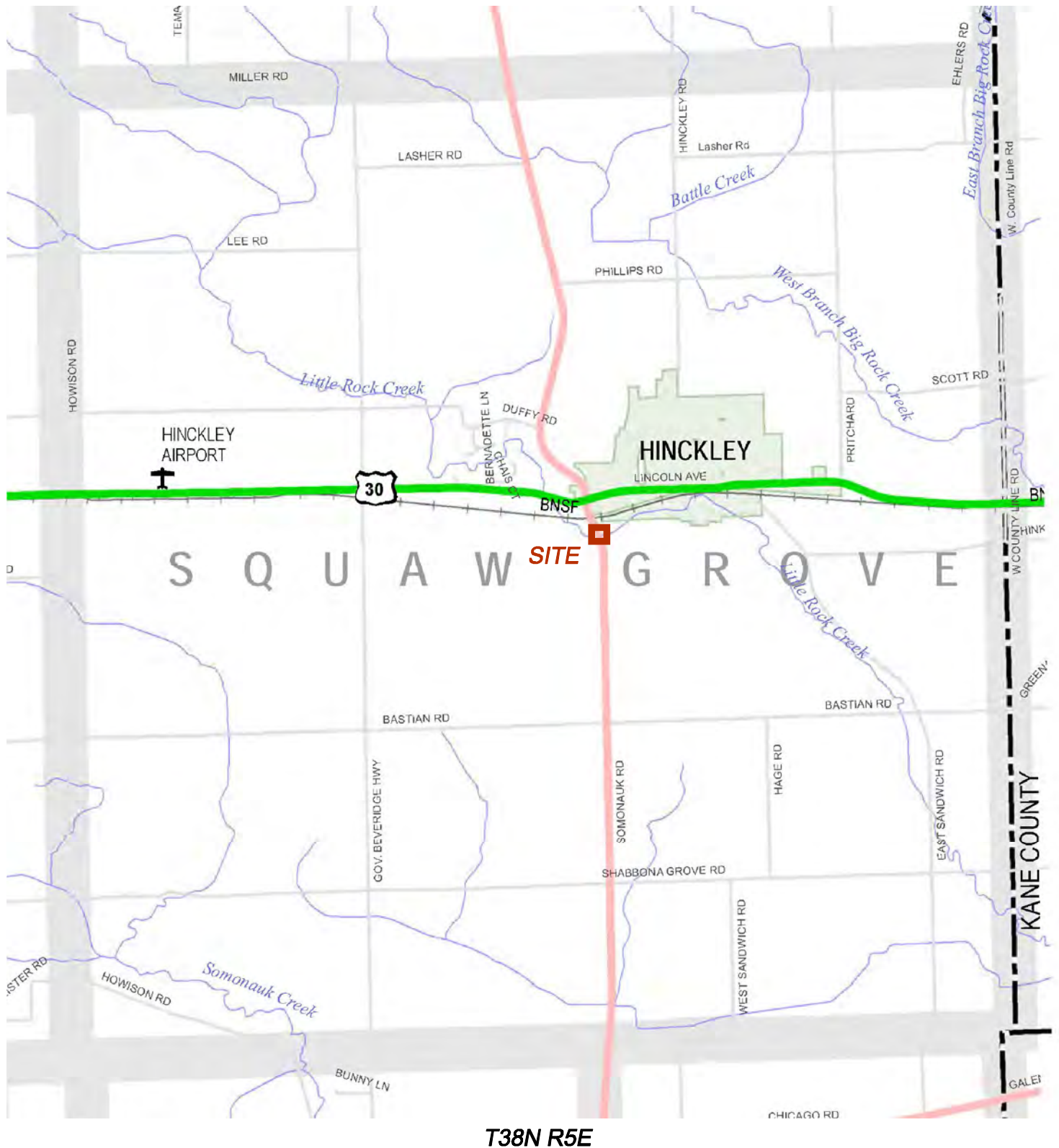
Cost Estimate of Consultant Services

Firm Wendler Engineering Services
 Project SN019-3030 Replacement
 Section 17-00022-01-BR
 County DeKalb
 Wendler Job No. _____

Date 10/04/17

ITEM	MANHOURS (A)	AVERAGE HOURLY RATE (B)	HOURLY COSTS (B)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Project Meetings & Coordination	14	\$115.71	\$1,620.00			\$1,620.00	2.15%
Topo / Hydraulics Surveys	49	\$83.06	\$4,070.00			\$4,070.00	5.39%
Boundary Surveys	20	\$85.00	\$1,700.00			\$1,700.00	2.25%
Hydraulics, Permits, Load Rating	70	\$115.29	\$8,070.00			\$8,070.00	10.69%
Structure / Roadway Design and Plan Preparation	394	\$111.45	\$43,910.00			\$43,910.00	58.17%
Project Administration	8	\$102.50	\$820.00			\$820.00	1.09%
QC/QA Reviews	20	\$109.00	\$2,180.00			\$2,180.00	2.89%
Specifications and Bidding Documents	28	\$109.29	\$3,060.00			\$3,060.00	4.05%
Construction Phase Consulting	6	\$125.00	\$750.00			\$750.00	0.99%
Proposed R.O.W. / Easement Plats / Set Pins	24	\$86.67	\$2,080.00		300.00	\$2,380.00	3.15%
Geotechnical - Soil Borings	6	\$135.00	\$810.00		6,110.00	\$6,920.00	9.17%
TOTALS	639			0.00	6,410.00	\$75,480.00	100.00%

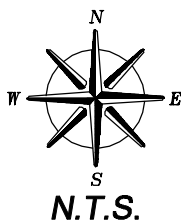
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T38N R5E



wendler engineering services, inc.
 GROUNDBREAKING SOLUTIONS
 engineers · surveyors · scientists
www.wendlergs.com 815.288.2261



LOCATION MAP
 DEKALB COUNTY
 SOMONAUK ROAD BRIDGE REPLACEMENT
 SN 019-3030
 SECTION 17-00022-01-BR



SECTION 17-00022-01-BR
ROAD DISTRICT _____
COUNTY DeKalb

ENGINEERING AGREEMENT INFORMATION

EXISTING BRIDGE NO. 019-3030 LETTING DATE Spring 2018
PROPOSED BRIDGE NO. 019-3078 PLANS AVAILABLE X YES _____ NO
TYPE OF FUNDING Local ENGLISH UNITS? Yes
SURVEY REQUIRED? Yes BY WHOM? Wendler
BORINGS REQUIRED? Yes BY WHOM? Wendler
IF ROW PLAT REQUIRED, BY WHOM? Wendler
IF REQUIRED FORM NCR 426 COMPLETED BY: Wendler
ADDITIONAL INSTRUCTIONS: (STRUCTURE TYPE ETC.)
Single or two span steel beam with RC deck preferred
HIGH WATER INFORMATION IF AVAILABLE: Plans
HYDRAULIC ADEQUACY OF EXISTING STRUCTURE: Adequate
ANY KNOWN OVER THE ROAD FLOW: None on record

BRIDGE DATA (PROPOSED)

CLEAR ROADWAY WIDTH 34' Clear RAIL TYPE Side Mounted
TYPE OF DECK RC Concrete SALVAGE None
TYPE OF ABUTMENTS Spill Thru TRAFFIC - ADT 2700 (2013)
TYPE OF PIERS Bent WEARING SURFACE None
CHANNEL RELOCATION No HIGH WATER _____
EXISTING STRUCTURE BUILT: 1962 CREEK NAME Little Rock Creek
HISTORIC BRIDGE YES _____ NO _____

APPROACHES (PROPOSED)

EXISTING ROW TBD APPROACH GUARDRAIL Yes
SURFACE WIDTH 24' SHOULDER WIDTH 5' (HMA at GR)
AGGREGATE THICKNESS 12" SURFACE TYPE HMA
SEEDING Class 2 APPROACHES IN CONTRACT Yes
MATCH EXISTING STATIONING? _____ REQUIRED* X NOT REQUIRED

*PLEASE INCLUDE EXISTING PLANS

**RESOLUTION
R2017-124**

Resolution authorizing submittal of the application dated October 18, 2017 for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF DeKALB, ILLINOIS :

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

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


Section 3. That the County Administrator of DeKalb County is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That the County Administrator of DeKalb County is hereby authorized and directed to execute on behalf of DeKalb County the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

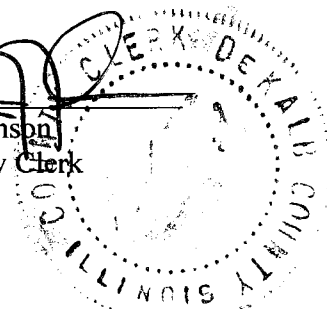
Section 5. That the County Administrator of DeKalb County is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PASSED THIS 18TH DAY OF OCTOBER AT SYCAMORE, ILLINOIS.

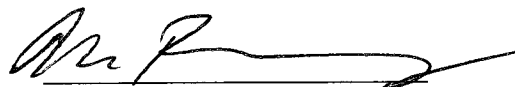
ATTEST:



Douglas J. Johnson
DeKalb County Clerk



SIGNED:



Mark Pietrowski, Jr., Chairman
DeKalb County Board

I. Uniform Application for State Assistance

Agency Completed Section (IDOT)

1. Type of Submission: Pre-Application Application Change/Corrected Application
2. Type of Application: New Continuation (i.e. multiple year grant) Revision
3. **Completed by State Agency upon Receipt of Application:**
Date Received by State (IDOT): 08/30/2017 Time Received by State (IDOT): 4:35 PM
4. Name of the Awarding State Agency: Illinois Department of Transportation
5. Catalog of State Financial Assistance Number: 494-80-1284
6. CSFA Title: Transit - DTIF

Catalog of Federal Domestic Assistance (CFDA)

Not Applicable

7. CFDA Number: _____
8. CFDA Title: _____
9. CFDA Number: _____
10. CFDA Title: _____

Funding Opportunity Information

11. Funding Opportunity Number: N/A
12. Funding Opportunity Title: N/A
13. Funding Opportunity Program Field: Economic Development

Funding Opportunity Information

Not Applicable

14. Competition Identification Number: _____
15. Competition Identification Title: _____

Applicant Completed Section

16. Legal Name (Name used for Data Universal Number System (DUNS) registration and grantee pre-qualification): **County of DeKalb, Illinois**
17. Common Name (Doing Business As-DBA): **DeKalb County**
18. Employer/Taxpayer Identification Number (EIN, TIN): **36-6006548**
19. Organizational Data Universal Numbers System (DUNS) Number: **029980307**
20. Federal System for Award Management Commercial And Government Entity Code (SAM Cage Code): **4PBG0**
21. Business Address:
Street: **200 N. Main Street**
City: **Sycamore** State: **IL** County: **DeKalb** Zip+4: **60178-1431**

Applicant's Organizational Unit

22. Department Name: **Administration Department**
23. Division Name: **Same**

Applicant Name & Contact Information for Person to be contacted for *Program Matters* Involving this Application:

24. First Name: **Paul**
25. Last Name & Suffix: **LaLonde**
26. Title: **Assistant Executive Director**
27. Organizational Affiliation: **Voluntary Action Center of DeKalb County**
28. Telephone Number: **(815) 758-3932**
29. Fax Number: **(815) 758-0202**
30. E-Mail Address: **plalonde@vacdk.com**

Applicant Name & Contact Information for Person to be contacted for *Business/Administrative Matters* Involving this Application:

31. First Name: **Peter**
32. Last Name & Suffix: **Stefan**
33. Title: **Finance Director**
34. Organizational Affiliation: **DeKalb County**

- 35. Telephone Number: (815) 895-7350
- 36. Fax Number: (815) 895-7129
- 37. E-Mail Address: pstefan@dekalbcounty.org

Areas Affected

- 38. Areas Affected by the Project (cities, counties, state-wide, etc.): DeKalb County
- 39. Legislative and Congressional Districts of Applicant: 14, 16
- 40. Legislative and Congressional Districts of Program/Project: 14, 16

Applicants Project

- 41. Description Title of Applicants Project (text only for the title of the Applicants Project): Downstate Transit Improvement Fund Grant – Renovation and Expansion of the DeKalb County Public Transit Facility
- 42. Proposed Project Term:
Start Date: July 2018 End Date: July 2022
- 43. Estimated Funding (include all that apply):
 Amount Requested from State: \$550,000

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S.

Gary H. Hanson 10-18-2017

Authorized Representative *as indicated on the board resolution

- Applicant Contribution (e.g. in kind, matching): _____
- Local Contribution: _____
- Other Source of Contribution: _____
- Program Income: _____

**RESOLUTION
R2017-125**

WHEREAS, the County of DeKalb has an obligation to provide for the detention of juvenile offenders pursuant to the Juvenile Court Act 705 ILCS 405/5, and

WHEREAS, the County of DeKalb has no facility suitable for providing such detention services, and

WHEREAS, since 1997 the Counties of Kane and DeKalb have, through written agreements, shared juvenile detention facilities to their mutual benefit and to the benefit of their citizens and taxpayers, and


WHEREAS, DeKalb County desires to enter into an intergovernmental agreement with Kane County wherein Kane County will guarantee housing for seven (7) DeKalb County juveniles in need of secure detention at its Juvenile Justice Center with a per diem charge of \$120.00 (one hundred-twenty dollars) per day, per juvenile effective for three (3) years December 1, 2017 – December 1, 2020, and

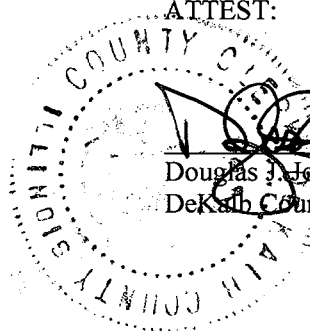
WHEREAS, both Counties desire to continue this mutually beneficial relationship and share the facility owned and operated by the County of Kane and have negotiated an Intergovernmental Agreement attached to this Resolution. This agreement may be amended with the written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the Chairman thereof is hereby authorized to enter into an Intergovernmental Agreement with the County of Kane for detention bed space at its Juvenile Justice Center and does direct the Chairman to execute the same and transmit it to the County of Kane.

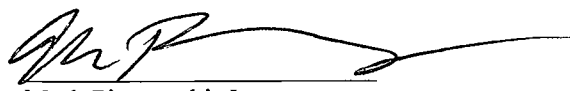
PASSED AT SYCAMORE, ILLINOIS THIS 18TH DAY OF OCTOBER 2017, A.D.

ATTEST:


Douglas J. Johnson
DeKalb County Clerk



SIGNED:


Mark Pietrowski, Jr.
Chairman, DeKalb County Board

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF DEKALB, Illinois, a local unit of government, (hereinafter referred to as "DEKALB COUNTY") and the COUNTY OF KANE, Illinois, a local unit of government, (hereinafter referred to as "KANE COUNTY") both organized and existing under the laws of the State of Illinois;

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, the COUNTY OF DEKALB and the COUNTY OF KANE are units of local government within the meaning of Article 7, Section 1, of the Illinois Constitution of 1970; and

WHEREAS, the COUNTY OF DEKALB and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF DEKALB is authorized to establish, support and maintain a detention home for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF DEKALB is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide;

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT and the DESIGNATED COURT SERVICES OFFICER (hereinafter, referenced as "AUTHORIZED DEKALB COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF DEKALB may expend tax receipts for detention services purchased through agreement with the COUNTY OF KANE (55 ILCS 75/9.3); and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do agree to the following terms and conditions.

1. The foregoing recitals are incorporated herein as provision hereof.
2. The AGREEMENT commences upon date of approval by DEKALB COUNTY and KANE COUNTY and will continue for a period of five (5) years from December 1, 2017 to December 1, 2022, at the fee amount provided in Section 8.1. This contract shall be reviewed in three (3) years from the date of commencement for appropriateness of fees.

3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to DEKALB COUNTY while remaining in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures and the Illinois Juvenile Court Act. It is expressly agreed by and between the parties hereto that DEKALB COUNTY shall send and KANE COUNTY shall daily accept minors authorized by KANE COUNTY for detention.

3.1.a. It is further agreed that DEKALB COUNTY shall utilize the current Kane County Juvenile Justice Center Detention Screening Instrument and Authorization form to authorize detainment. It is further agreed that KANE COUNTY shall make available to DEKALB COUNTY at least seven (7) beds at a time. KANE COUNTY shall make every attempt to accommodate DEKALB COUNTY when it requires detention of minors, and shall not deny a detention request unless DEKALB COUNTY has already reached their maximum capacity of 7 beds and the facility has reached its rated capacity. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38, St. Charles, Illinois.

3.1.b. By agreement, at such time that DEKALB COUNTY implements weekend video detention hearings using equipment currently housed at the Kane County Juvenile Justice Center, DEKALB COUNTY agrees that it will be responsible for any costs incurred by KANE COUNTY for operating such video detention hearings; including but not limited to equipment repair and replacement costs, staffing, and licensing. Furthermore, DEKALB COUNTY will adhere to the Kane County video detention schedule, which schedules DEKALB COUNTY detentions for Saturday mornings at ____a.m. unless otherwise scheduled by mutual agreement.

3.2 KANE COUNTY shall detain all DEKALB COUNTY juvenile offenders who require detention on a juvenile case, in accordance with the Juvenile Court Act, and are less than eighteen years of age, as outlined in section 3.1 above.

3.3 When eight (8) or more minors require detention, prior to sending a minor, an AUTHORIZED DEKALB COUNTY OFFICIAL shall make a verbal request for admission to KANE COUNTY via direct communication with the Kane County Juvenile Justice Center. KANE COUNTY shall respond at the time of the detention request to indicate availability of housing for the minor.

4. COMMUNICATION BETWEEN KANE AND DEKALB COUNTY

4.1. Prior to admission, an AUTHORIZED DEKALB COUNTY OFFICIAL shall contact the Kane County Juvenile Justice Center for screening purposes and provide the following information if available:

4.1.a. A court order or a warrant authorizing the detention of the minor.

4.1.b. Any available health care information. All health care information shall be provided to KANE COUNTY medical personnel in keeping with all applicable regulations and statutes.

4.1.c. Contact information for the detained minor's parent(s) and/or guardian(s).

4.1.d. Any information pertinent to ensuring the safety, security and welfare of the detained minor (e.g. alleged or underlying offense(s), criminal history, and immediate health care issues).

4.1.e. Information regarding the date, time, and place of the detained minor's next court hearing.

4.2 The following ongoing information shall be exchanged between the two Counties:

4.2.a. KANE COUNTY shall immediately provide DEKALB COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by DEKALB COUNTY at the Kane County Juvenile Justice Center, including but not limited to: death, regardless of cause; escape or attempted escape; attempted suicide; serious injury to include accidental or self-inflicted; or a medical emergency requiring emergency services outside of the Kane County Juvenile Justice Center.

KANE COUNTY shall provide DEKALB COUNTY with timely information, regarding any extraordinary or unusual occurrences involving any minor detained by DEKALB COUNTY at the Kane County Juvenile Justice Center, including but not limited to: assaultive behavior by the minor; or assaultive behavior toward the minor; ongoing or significant disregard for the rules and regulations of the Kane County Juvenile Justice Center by the minor; IDJJ required reports for incidents involving the minor; any internal incidents involving the minor which result in the filing of a police report or placement of the minor in segregated status.

4.2.b. DEKALB COUNTY shall provide KANE COUNTY with information on any upcoming court hearings and/or scheduled release dates for any minors detained by DEKALB COUNTY.

5. SCOPE OF DETENTION SERVICES: KANE COUNTY shall provide minors with detention services in keeping with the Juvenile Court Act (705 ILCS 405), all other governing statutes, and all detention regulations promulgated by the Illinois Department of Juvenile Justice. Services offered to minors housed for DEKALB COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

6. TRANSPORTATION OF MINORS

6.1 An AUTHORIZED DEKALB COUNTY OFFICIAL shall provide for transportation of minors to and from KANE COUNTY for initial admission, scheduled off-site health care services, court-ordered furloughs, court hearings, and discharge. Yet, in the case of non-scheduled off-site medical care services, such as emergency hospital care, KANE COUNTY shall provide such transportation as is necessary for the juvenile to receive such care. DEKALB COUNTY shall compensate KANE COUNTY for mileage (current IRS rate) and any other transportation expenses incurred (i.e. gasoline, tolls, parking, etc.), and additionally, for off-site staffing coverage required for the minor at an hourly rate of \$56 for the combined cost of

two (2) mid-level youth counselors. DEKALB COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED DEKALB COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

6.2 It is further expressly agreed by and between the parties hereto that minors housed in KANE COUNTY for DEKALB COUNTY may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from Probation and Court Services (or other person authorized by the Chief Judge of the Circuit Court for the Twenty-Third Judicial Circuit), except for emergency health care services.

7. HEALTH CARE SERVICES

7.1 Pursuant to the provisions of 705 ILCS 405/5-515, KANE COUNTY shall provide basic health care services (e.g. dispensing non-specialty prescribed medications, nursing care for minor injuries and illness, counseling for mental health concerns, and examination as needed by medical doctor and psychiatrist) to minors housed for DEKALB COUNTY in keeping with services made available to other minors housed in KANE COUNTY.

7.2 The parent(s)/guardian(s)/minor's medical insurance shall pay for any health care services received at a facility outside of the Kane County Juvenile Justice Center; this includes any emergency health care services deemed necessary by KANE COUNTY. The parent(s)/guardian(s)/minor's medical insurance shall pay for any specialty prescribed medications. KANE COUNTY shall coordinate with the parent(s) or guardian(s) to obtain insurance information. In the event the minor is not covered by medical insurance, DEKALB COUNTY shall be responsible and bear any and all expenses arising from any specialty prescribed medications or medical services provided to the minor at a facility outside of the Kane County Juvenile Justice Center. DEKALB COUNTY shall become the responsible party and bear any and all payments of outstanding medical bills.

7.3 In the event a minor detained for DEKALB COUNTY is admitted for hospitalization for emergency health care services KANE COUNTY will notify DEKALB COUNTY Probation and Court Services (or other person authorized by the Chief Judge of the Circuit Court for the Twenty-Third Judicial Circuit). DEKALB COUNTY shall compensate KANE COUNTY for mileage (current IRS rate) and any other transportation expenses incurred (i.e. gasoline, tolls, parking, etc.), and additionally, for off-site staffing coverage required for the minor at an hourly rate of \$56 for the combined cost of two (2) mid-level youth counselors.

8. PAYMENT

8.1 As consideration for the foregoing, DEKALB COUNTY agrees to provide compensation to KANE COUNTY in the amount of \$120.00 per day, per minor for detention beds. KANE COUNTY shall provide an invoice to DEKALB COUNTY by the tenth day of the month reflecting services provided during the previous month. DEKALB COUNTY shall remit payment within 60 days of such invoice.

9. INDEMNIFICATION

9.1 KANE COUNTY shall indemnify, defend, and hold harmless DEKALB COUNTY and its agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KANE COUNTY, the confinement of any DEKALB COUNTY juvenile at the KANE COUNTY Juvenile Justice Center, and any practice, policy, rule, regulation, act or omission of KANE COUNTY, or any officers, agents, employees, or servants, relating to the custody, care, supervision, transport of any DEKALB COUNTY minor in the custody of KANE COUNTY or relating to the maintenance of KANE COUNTY property or premises. DEKALB COUNTY shall be responsible for and shall indemnify, defend and hold harmless KANE COUNTY, and their agents, officers and employees from any and all liabilities, claims, demands or suits brought by any DEKALB COUNTY minor housed pursuant to this Agreement arising out of any act or omission of DEKALB COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any DEKALB COUNTY minor while in the custody of DEKALB COUNTY.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of KANE COUNTY or their agents or employees which may result from the presence of DEKALB COUNTY juveniles during contractual incarceration shall be the responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain liability insurance of \$10 million in aggregate. Certificates of such insurance detailing the coverage therein shall be available to the County of DEKALB upon execution of this Agreement.

Alternatively, a self-insurance reserve of \$2 million with excess coverage of \$30 million is acceptable if KANE COUNTY self-insures.

9.2 Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification provisions.

10. AMENDMENT, MODIFICATION AND RENEWAL: This AGREEMENT shall become effective upon the date of acceptance by all parties hereto. However, the rates pursuant to Section 8.1 shall not be charged until after December 1, 2017. Additionally, KANE COUNTY shall bill DEKALB COUNTY a rate of \$120.00 per day for each of bed, regardless of the number of beds needed for DEKALB COUNTY minors. This AGREEMENT may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. This AGREEMENT may be cancelled by any party hereto upon sixty (60) days written notice to all parties.
11. APPLICABLE LAW: This AGREEMENT shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be the Sixteenth Judicial Circuit, State of Illinois.
12. FINAL AGREEMENT OF PARTIES: This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this AGREEMENT, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification or termination of this

AGREEMENT shall be binding upon the parties hereto unless the same is in writing and appropriately executed.

13. NOTICES: Any Notice given pursuant to Section 11 of this AGREEMENT shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. In the case of notice to DEKALB COUNTY, any notice shall be sent to the DeKalb County State's Attorney's Office, 133 West State Street, Sycamore, IL 60178, fax (815) 895-7101. In the case of notice to KANE COUNTY, any notice shall also be sent to Kane County State's Attorney, 100 South Third Street, 4th Floor, Geneva, IL 60134.
14. AUTHORIZATION: DEKALB COUNTY and KANE COUNTY represent that all necessary acts have been taken to authorize and approve this AGREEMENT in accordance with applicable law and this AGREEMENT, when executed by the parties hereto, shall constitute a binding obligation of DEKALB COUNTY and KANE COUNTY, legally and enforceable at law and equity against both.
15. SEVERABILITY CLAUSE: If any provision of this AGREEMENT is held to be invalid, that provision shall be stricken from this AGREEMENT and the remaining provisions shall continue in full force and effect to the fullest extent possible.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of DEKALB COUNTY and KANE COUNTY.

KANE COUNTY

Date: _____

DEKALB COUNTY

Date: _____

**RESOLUTION
R2017-126**

WHEREAS, the retirement of Joan Berkes Hanson on October 15, 2017 has caused a vacancy in the position of Information Management Office (IMO) Director for DeKalb County Government, and

WHEREAS, the Finance Committee reviewed the applications submitted for the Director position and has conducted interviews with the candidates, and

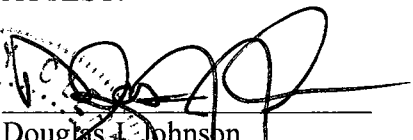
WHEREAS, the Finance Committee has now completed their due diligence work and unanimously recommends that Sheila E. Santos, who has been an employee in the Information Management Office since 2001, be appointed to the position of IMO Director;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board hereby appoints Sheila E. Santos to the position of Director of the Information Management Office for DeKalb County Government as of October 30, 2017 at a salary of \$90,000, with 2% increments to the base salary following six months and one year of successful employment.

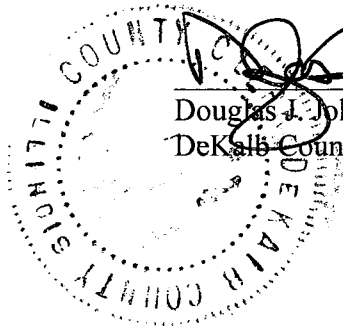
PASSED AT SYCAMORE, ILLINOIS THIS 18TH DAY OF OCTOBER 2017:

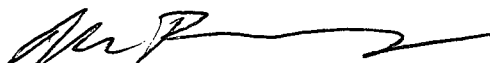
ATTEST:

SIGNED:



Douglas J. Johnson
DeKalb County Clerk





Mark Pietrowski, Jr., Chairman
DeKalb County Board

**DEKALB COUNTY
FOREST PRESERVE DISTRICT
October 18, 2017**

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 October 2017:** Move to approve the payment of claims for this month, and the off cycle claims paid during the previous month, including all claims for travel, meals, and lodging, in the amount of \$80,021.31.
6. Old Business
7. New Business
8. Adjournment