

**DEKALB COUNTY GOVERNMENT
COUNTY BOARD MEETING**

December 17, 2014

7:30 p.m.

AGENDA

1. Roll Call
2. Pledge to the Flag
3. Approval of Minutes
4. Approval of Agenda
5. Communications and Referrals
 - a. Employee Service Awards
6. Persons to be Heard from the Floor
7. Proclamations: None
8. Appointments for this Month:
 - a. **Board of Health:** Maria Caudillo appointed for a term beginning January 1, 2015 and expiring December 31, 2017. Ronald Feldmann, MD and Roger Faivre reappointed for terms beginning January 1, 2015 and expiring December 31, 2017. Shannon Barnaby appointed immediately to fill the unexpired term of Regina Harris until December 31, 2015.
 - b. **Emergency Telephone Systems Board (E911):** Pete Polarek appointed to fill the unexpired term of Don Thomas on January 1, 2015 until December 31, 2015.
 - c. **Local Workforce Investment Area 5 (River Valley Workforce Investment Board):** Caprice Perez appointed immediately to fill the unexpired term of Brian Slayton until September 30, 2015.
 - d. **Victor-Clinton Drainage District #14 (86MC1):** Rich Konizter reappointed from September 1, 2014 until August 31, 2017.
 - e. **DeKalb County Rehab & Nursing Center Operating Board:** Misty Haji-Sheikh, Rita Nielsen, and Greg Millburg appointed for one year terms beginning January 1, 2015 and expiring December 31, 2015. Jeff Whelan, Veronica Casella, Russell Deverell, and Ronald Klein all appointed for two year terms beginning January 1, 2015 and expiring December 31, 2016.
 - f. **Supportive Living Facility Board:** Misty Haji-Sheikh, Rita Nielsen, and Greg Millburg appointed for one year terms beginning January 1, 2015 and expiring December 31, 2015. Jeff Whelan, Veronica Casella, Russell Deverell, and Ronald Klein all appointed for two year terms beginning January 1, 2015 and expiring December 31, 2016.
9. Reports from Standing Committees & Ad Hoc Committees

PLANNING & ZONING COMMITTEE

- a. **Resolution R2014-83:** Approving Gifts of Land Subject to a Conservation Easement. *The DeKalb County Board does hereby accept the gift by Frank Santoro of certain real properties identified as follows: P.I.N.: 06-33-176-003, P.I.N.: 06-33-177-002, and P.I.N.: 06-33-200-009 being approximately 39 acres; said properties to be held by the County for conservation purposes as part of the mitigation of Evergreen Village Mobile Home Park located in unincorporated Sycamore Township.*

COUNTY HIGHWAY COMMITTEE

No Business

ECONOMIC DEVELOPMENT COMMITTEE

- a. **Resolution R2014-84:** Amendment by Replacement of the DeKalb County Enterprise Zone Intergovernmental Agreement. *The DeKalb County Board does hereby approve the attached DeKalb County Enterprise Zone Intergovernmental Agreement dated December 5, 2014 to replace in its entirety the DeKalb County Enterprise Zone Intergovernmental Agreement previously approved on November 19, 2014.*

HEALTH & HUMAN SERVICES COMMITTEE

No Business

LAW & JUSTICE COMMITTEE

No Business

FINANCE COMMITTEE

- a. **Claims Being Paid in December 2014:** Move to approve the payment of claims incurred and not paid since the last meeting, and the off cycle claims paid during the previous month, in the amount of \$5,461,555.63.
- b. **Reports of County Officials:** Move to accept and place on file the following Reports of County Officials:
1. Cash & Investments in County Banks – November 2014
 2. Public Defender's Report – November 2014
 3. Adult & Juvenile Monthly Reports – November 2014
 4. Sheriff's Jail Report – November 2014
 5. Planning & Zoning Building Permits & Construction Reports - November 2014

EXECUTIVE COMMITTEE

- a. **Resolution R2014-85:** The Metropolitan Exposition, Auditorium & Office Building Authority Dissolution. *The DeKalb County Board does hereby acknowledge the dissolution of and by the DeKalb County Metropolitan Exposition, Auditorium & Office Building Authority on November 17, 2014 and does accept the functions of the Authority under the provisions of 70 ILCS 200/2-165.*
- b. **Resolution R2014-86:** Anti-Corruption Advisory Referendum Question. *The DeKalb County Board does authorize the placement of an Anti-Corruption Advisory Referendum Question to be placed on the April 7, 2015 Consolidated Election Ballot for all voters in DeKalb County.*

- c. **Resolution R2014-87:** *Holiday Hours. The DeKalb County Board hereby approves that DeKalb County Government Offices will be closed for business on the afternoon of December 24, 2014 beginning at 12:00 p.m., Central Standard Time.*

 - 10. Old Business
 - a. **DeKalb County Jail Expansion Update**

 - 11. New Business
 - a. **Appointments Scheduled to be made in the Month of January 2015**
 - 1. DeKalb County Cooperative Extension Board – 3 positions

 - 12. Adjournment
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**DEKALB COUNTY
FOREST PRESERVE DISTRICT
December 17, 2014**

AGENDA

- 1. Roll Call
- 2. Approval of Minutes
- 3. Approval of Agenda
- 4. Persons to be Heard from the Floor
- 5. Standing Committee Report
 - a. **Claims Being Paid in December 2014:** Move to approve the payment of claims incurred and not paid since the last meeting, and the off cycle claims paid during the previous month, in the amount of \$67,010.43.
- 6. Old Business
- 7. New Business
- 8. Adjournment

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DeKalb County Government
Sycamore, Illinois

COUNTY BOARD PROCEEDINGS
November 19, 2014

The County Board met in regular session at the Legislative Center Wednesday, November 19, 2014. The Chairman called the meeting to order and the Clerk called the roll. Those Members present were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, and Mr. Brown. All twenty-four members were present.

Chairman Metzger asked Mr. Cribben to lead to the pledge of allegiance.

APPROVAL OF MINUTES

Motion

Mr. Johnson moved to approve the Minutes of October 15, 2014. Mr. O'Barski seconded the motion.

Voice Vote

Chairman Metzger asked for a voice vote on the approval of the Minutes. All Members voted yea. Motion carried unanimously.

APPROVAL OF AGENDA

Motion

Mrs. Haji-Sheikh moved to approve the Agenda and Mr. Oncken seconded the motion.

Voice Vote

The motion was carried unanimously by voice vote.

COMMUNICATIONS AND REFERRALS

Employee Service Awards

Chairman Metzger read the Employee Service Awards for the month of November 2014 were: Ten Years – Robert Nolan: Judicial, Steven Johnson: Sheriff's Department, Charlotte Clark: Rehab & Nursing Center, Tammy Kingsnorth: Rehab & Nursing Center; Fifteen Years – Vicki Anderson: Coroner's Office; Twenty-Five Years – William J. Prain, III: Forest Preserve, Theresa Martin: Treasurer's Office.

Chairman Metzger also gave a short update on the County's Narcan Program as well as work he is doing with the Chicago Metro Metal Consortium.

A special birthday announcement was also made to Mr. Nathan Schwartz, County Engineer.

PERSONS TO BE HEARD FROM THE FLOOR

Shannon Wilde residing at 416 Birch Ave, Genoa, IL spoke to the County Board regarding a request she had to have an Anti-Corruption Act themed advisory question placed on the April 2015 ballot.

Proclamation P2014-07: DeKalb Municipal Band Celebrating 160 Year of Continuous Music

Mrs. Haji-Sheikh read aloud a Proclamation recognizing the accomplishments and contributions the DeKalb Municipal Band has provided for the citizens of DeKalb County, Illinois for the past 160 years, and to also encourage our citizens to express appreciation for their achievements as well as show their support and encouragement in all future endeavors.

APPOINTMENTS

Chairman Metzger recommended the following appointment: **DeKalb County Nursing Home Foundation Board:** Michael Stuckert, Michael Haines, and John Linderoth all reappointed for three year terms beginning December 1, 2014 and expiring November 30, 2017; **DeKalb County Sheriff's Merit Commission:** La Metra Curry reappointed for a six year term beginning December 1, 2014 and expiring November 30, 2020; **Emergency Telephone Systems Board (E911):** Tracy Jones reappointed for a two year term beginning December 1, 2014 and expiring November 30, 2016; **Community Mental Health Board:** Andi Andree, Jane Olson, and Dianne Leifheit all appointed for four year terms beginning January 1, 2015 and expiring December 31, 2018. Charles Rose appointed immediately to fill an unexpired term until December 31, 2016. Marilyn Stromborg appointed immediately to fill an unexpired term until December 31, 2017.

Motion

It was moved by Mrs. Turner and seconded by Mr. Whelan to approve the appointments as presented.

Voice Vote

The motion was approved unanimously.

REPORTS FROM STANDING COMMITTEES

PLANNING & ZONING COMMITTEE

Resolution R2014-75: Affirming DeKalb County's Commitment to Agriculture

Motion

Mrs. Turner moved The DeKalb County Board hereby reaffirms its commitment to agriculture and the health, economic and quality of life it supports for DeKalb as a whole and supports renewed efforts to capture expanded state, federal and private funding for agriculture projects, programs and policies. Mr. Cvek seconded the motion.

Voice Vote

Chairman Metzger called for a voice vote. All members voted yea. The motion carried unanimously.

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COUNTY HIGHWAY COMMITTEE

Resolution R2014-72: Designation of East County Line Road as a Class II Truck Route

Motion

Mr. Gudmunson moved The DeKalb County Board does hereby approve that portions of East County Line Road beginning at the intersection of Illinois Route 64 and extending south for 4.9 miles be designated as an 80,000 pound Class II Truck Route. Mrs. Haji-Sheikh seconded the motion.

Motion to Amend

Mr. Gudmunson announced that he would like to amend the resolution by changing the Truck Route from a Class II to a Class III. Mr. Johnson seconded the motion to amend.

Voice Vote on the Motion to Amend

It was moved unanimously by voice vote to approve the amendment to the original motion.

Voice Vote

Chairman Metzger called for a voice vote to approve the original motion as amended. The motion carried unanimously.

Resolution R2014-72: MFT for 2015 Salary and Equipment Rental

Motion

Mr. Gudmunson moved The DeKalb County Board hereby authorizes the expenditure of MFT funds for salaries and equipment rental in the total amount of \$977,400.00. Mr. Jones seconded the motion.

Roll Call Vote

Chairman Metzger called for a roll call vote. Those voting yea were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and Chairman Metzger. All twenty-four members voted yea. Motion carried unanimously.

Resolution R2014-73: MFT for 2015 Winter Maintenance Materials

Motion

Mr. Gudmunson moved The DeKalb County Board does approve the County to expend MFT funds for salt during 2015 in the amount of \$506,403.00. Mr. Frieders seconded the motion.

Roll Call Vote

Chairman Metzger called for a roll call vote. Those voting yea were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and Chairman Metzger. All twenty-four members voted yea. Motion carried unanimously.

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Resolution R2014-74: Supporting a Full Interchange along the Jane Addams Tollway at Illinois Route 23

Motion

Mr. Gudmunson moved The DeKalb County Board hereby supports the endeavor to procure funding, lobby for policy support, and resolve to bring a full interchange at Illinois Route 23 and Interstate 90 to fruition. Mr. O'Barski seconded the motion.

Voice Vote

The motion carried unanimously by voice vote.

ECONOMIC DEVELOPMENT COMMITTEE

Resolution R2014-76: Establishing the DeKalb County Enterprise Zone

Motion

Mr. Whelan moved The DeKalb County Board hereby establishes The DeKalb County Enterprise Zone in cooperation with the Town Council of Cortland, the City Council of DeKalb, the City Council of Genoa, the City Council of Sandwich, the City Council of Sycamore and the Village Board of Waterman. Mrs. Turner seconded the motion.

Voice Vote

The Chairman called for a voice vote on the motion. The motion carried unanimously.

Resolution R2014-77: Adopting the DeKalb County Enterprise Zone Intergovernmental Agreement

Motion

Mr. Whelan moved The DeKalb County Board does hereby approve the intergovernmental Agreement with the Designating Units of Government for the purpose of establishing the DeKalb County Enterprise Zone. Mr. Brown seconded the motion.

Voice Vote

Chairman Metzger called for a voice vote on the motion. The motion was carried with one opposition from Mrs. Haji-Sheikh.

Resolution R2014-78: Authorizing the DeKalb County Economic Development Corporation as the Administrator of the DeKalb County Enterprise Zone

Motion

Mr. Whelan moved The DeKalb County Board does hereby approve the DeKalb County Enterprise Zone Administration Agreement, Exhibit "A" attached hereto, with the concurrence of the Designating Units of Government of the DeKalb County Enterprise Zone, and hereby appoints DeKalb County Economic Development Corporation as the Zone Administrator subject to the terms and conditions of said Agreement, effective as of the date of the execution of the Agreement. Mr. Frieders seconded the motion.

Voice Vote

The Chairman called for a voice vote on the motion. The motion was carried with one abstention from Mrs. Haji-Sheikh.

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HEALTH & HUMAN SERVICES COMMITTEE

Resolution R2014-79: County Smoke & Tobacco-Free Worksite Policy

Motion

Mrs. DeFauw moved The DeKalb County Board hereby adopts a County Smoke and Tobacco-Free Worksite Policy (to include electronic devices), whereby the worksite is to include any property owned by the County, including campuses and County-owned vehicles, with an implementation date of July 1, 2015. Mr. Cvek seconded the motion.

Voice Vote

Chairman Metzger called for a voice vote and the motion was carried unanimously.

LAW & JUSTICE COMMITTEE

Resolution R2014-80: Awarding the DeKalb County Family Service Agency a Grant for the Neutral Site Exchange Program

Motion

Mr. Frieders moved The DeKalb County Board does hereby concur with the recommendation of the Law and Justice Committee and hereby awards the DeKalb County Family Service Agency a grant to implement and operate the Neutral Site Exchange Program, for the amounts and time period set forth in and in accordance with the details of Neutral Site Program rules, attached hereto as Exhibit "A", said grant and program to commence on January 1, 2015. Mr. Oncken seconded the motion.

Voice Vote

The motion was moved unanimously by voice vote.

Resolution R2014-81: State's Attorney Appellate Prosecutor

Motion

Mr. Frieders moved The DeKalb County Board hereby agrees to participate in the service program of the Office of the State's Attorney Prosecutor for Fiscal Year 2015, commencing December 1, 2014, and ending November 30, 2015 in the amount of \$24,000.00, which was included in the FY 2015 Budget. Mrs. Tobias seconded the motion.

Motion to Amend

Mrs. Haji-Sheikh moved to amend the Resolution by inserting the word *Appellate* in front of Prosecutor. Mr. Cvek seconded the motion. It was moved unanimously by a voice vote.

Roll Call Vote

Chairman Metzger called for a roll call vote to approve the resolution as amended. Those voting year were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and Chairman Metzger. All twenty-four members voted yea. Motion carried unanimously.

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Resolution R2014-82: Children's Waiting Room Fee Increase

Motion

Mr. Frieders moved The DeKalb County Board does hereby concur with the recommendation of the Law and Justice Committee and does hereby amend the Children's Waiting Room fee from \$5.00 to \$10.00 per eligible civil filing as permitted by State law, 705 ILCS 105/27.7, said fee increase to be effective January 1, 2015, and further directs the DeKalb County Clerk to provide a certified copy of this Resolution to the DeKalb County Circuit Clerk. Mr. Oncken seconded the motion.

Roll Call Vote

The Chairman asked for a roll call vote. Those voting yea were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and Chairman Metzger. All twenty-four members voted yea. Motion carried unanimously.

FINANCE COMMITTEE

Ordinance O2014-13: Adoption of the FY 2015 Tax Levy

Motion

Mr. Reid moved The DeKalb County Board hereby adopts the Property Tax Levy for the 2015 Fiscal Year in the amount of \$21,325,000.00. Mrs. Turner seconded the motion.

Roll Call Vote

Chairman Metzger called for a roll call vote. Those voting yea were Mr. Cribben, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and Chairman Metzger. Mr. Cvek voted nay and Mr. Oncken abstained. The motion carried with a vote of 22-1-1.

Ordinance O2014-14: Adoption of the FY 2015 Budget

Motion

Mr. Reid moved The DeKalb County Board hereby adopts the 2015 Annual Operating Budget for January 1, 2015 through December 31, 2015 in the amount of \$76,040,700.00. Mrs. Haji-Sheikh seconded the motion.

Motion to Amend

Mr. Reid moved to amend the FY 2015 Proposed Budget to recognize a recently approved increase in State funding for the Court Services Department in the amount of \$282,000. Further, in compliance with the increased finding requirements, two new positions are hereby approved, one being a new Adult Probation Officer position (at a cost of \$70,000 for salaries and benefits) and the other being a new Probation Supervisor position (at a cost of \$84,000 for salaries and benefits). Mr. Stoddard seconded the motion.

Motion to Amend the Amendment

Mr. Cvek moved to ensure that any benefits that are procured by these two new positions are paid from this increased State funding before any other new positions are considered. Mr. Cribben seconded the motion.

Mr. Hanson, County Administrator, clarified that the amendment offered by Mr. Reid does do what Mr. Cvek is suggesting.

Motion to Withdrawal

Mr. Cvek withdrew his motion to amend Mr. Reid's amendment.

Roll Call Vote on Motion to Amend

Chairman Metzger called for a roll call vote on Mr. Reid's amendment. Those voting year were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and Chairman Metzger. All twenty-four members voted yea. Motion carried unanimously.

Roll Call Vote to Approve the FY 2015 Budget as Amended

Chairman Metzger asked for a roll call vote for Mr. Reid's motion to approve the FY 2015 Budget as amended. Those voting yea were Mr. Cribben, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Frieders, Mrs. Haji-Sheikh, Mr. Johnson, Ms. Leifheit, Mr. O'Barski, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and Chairman Metzger. Those voting nay were Mr. Cvek, Mr. Foster, Mr. Gudmunson, and Mr. Jones. Mr. Oncken abstained. Those motion carried with a vote of 19-4-1.

Claims

Motion

Mr. Reid moved to approve the payment of claims incurred and not paid since the last meeting, and the off cycle claims paid during the previous month, in the amount of \$5,621,094.72. Mr. Johnson seconded the motion.

Roll Call Vote

The Chairman asked for a roll call vote on the approval of the claims. Those voting yea were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and Chairman Metzger. All twenty-four members voted yea. Motion carried unanimously.

Reports of County Officials

Motion

Mr. Reid moved to accept and place on file the following Reports of County Officials: Cash & Investments in County Banks – October 2014; Public Defender's Report – October 2014; Adult & Juvenile Monthly Reports – October 2014; Sheriff's Jail Report – October 2014; and Planning & Zoning Building Permits & Construction Reports - October 2014. Mr. O'Barski seconded the motion.

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Voice Vote

The Chairman requested a voice vote to accept the Reports of County Officials. All members presented voted yea. Motion carried unanimously.

AD HOC RULES COMMITTEE

Ordinance O2014-12: Adding a Section to the DeKalb County Code for Creating a “Fair Map” for County Board District Re-apportionment

Motion

Mr. Stoddard moved The DeKalb County Board does hereby approve the changes to The DeKalb County Code, Chapter 2 Administration, Division 1 Generally, to include the procedures set forth in Section One of this Ordinance as the new Sec. 2-27.1 Redistricting Procedure, and the existing Sec. 2-27.1 shall become Sec. 2-27.2. Mr. Oncken seconded the motion.

Voice Vote

The Chairman called for a voice vote. All members voted yea. The motion carried unanimously.

OLD BUSINESS / NEW BUSINESS

Appointments Scheduled to be made in the Month of December 2014

1. DeKalb County Convention and Visitor’s Bureau – 1 position
2. Board of Health – 4 positions
3. Rehab & Nursing Center Operating Board – 7 positions
4. Supportive Living Facility – 7 positions

Recognition of Retiring County Board Members

Chairman Metzger recognized the following retiring County Board Members:

Anthony Cvek: Dist. #4 – Began December 2, 2012
Sally DeFauw: Dist. #7 – Began September 15, 2004
Russ Deverell: Dist. #2 – Began December 6, 2010
Julia Fauci: Dist. #9 – Began December 1, 2002
Charles Foster: Dist. #1 – Began December 6, 2010

Election of County Board Chairman Pro-Tem

Motion

Chairman Metzger moved to elect Ms. Fauci as Chairman Pro-Tem of the December 2, 2014 Organizational Meeting. Mrs. Turner seconded the motion.

Voice Vote

Chairman Metzger called for a voice vote. All members voted yea. Motion carried unanimously.

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ADJOURNMENT

Motion

Mrs. Turner moved to adjourn the meeting and Mr. Oncken seconded the motion.

Voice Vote

Chairman Metzger called for a voice vote on the adjournment. All Members voted yea. Motion carried unanimously.

DeKalb County Board Chairman

DeKalb County Clerk

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DeKalb County Government
Sycamore, Illinois

**COUNTY BOARD
ORGANIZATIONAL MEETING PROCEEDINGS
December 1, 2014**

The County Board met in special session for the Organizational Meeting at the Legislative Center Monday, December 1, 2014. The meeting was called to order by appointed Chairman Pro-Tem, Julia Fauci.

Chairman Pro-Tem Fauci asked Ms. Askins to lead to the pledge of allegiance.

APPROVAL OF AGENDA

Motion

Mr. Stoddard moved to approve the Agenda and Mrs. Turner seconded the motion.

Voice Vote

The motion was carried unanimously by voice vote.

ADMINISTRATOR OF OATH OF OFFICE TO NEW COUNTY BOARD MEMBERS

DeKalb County Clerk Douglas Johnson administered the Oath of Office to the following elected County Board Members:

Kevin Bunge – District #1
Maureen Little – District #2
Riley Oncken – District #3
Joseph Bassett – District #4
Steve Reid – District #5
Sandra Polanco – District #5
Bob Brown – District #6
Marjorie Askins - #7
Dianne Leifheit – District #8
Jim Luebke – District #9
Frank O’Barski – District #10
Dan Cribben – District #11
John Frieders – District #12

ROLL CALL

Chairman Pro-Tem Fauci asked the Clerk to call the roll for the newly seated County Board. Those present were Ms. Askins, Mr. Bassett, Mr. Brown, Mr. Bunge, Mr. Cribben, Mr. Emerson, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Ms. Little, Mr. Luebke, Mr. Metzger, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Turner, and Mr. Whelan. Mrs. Tobias was absent. Twenty-three members were present and one was absent.

ELECTION OF COUNTY BOARD CHAIRMAN

Nominations

The Chairman Pro Tem called for Nominations for County Board Chairman.

Motion

Mr. Whelan nominated Mr. Mark Pietrowski for County Board Chairman. Mr. Jones seconded the motion.

Chairman Pro-Tem Fauci asked three times if there were any other nominations.

Close Nominations

Hearing no other nominations, Mr. Gudmunson moved to close the nominations for County Board Chairman.

Vote to Close Nominations

Chairman Pro-Tem called for a voice vote to close nominations. The motion carried unanimously with all County Board Members voting yea.

Roll Call Vote to Nominate Chairman

Those voting yea for Mr. Mark Pietrowski to be County Board Chairman were Ms. Askins, Mr. Bassett, Mr. Brown, Mr. Bunge, Mr. Cribben, Mr. Emerson, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mrs. Leifheit, Ms. Little, Mr. Luebke, Mr. Metzger, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Turner, and Mr. Whelan. All Board Members voted yea. Motion carried unanimously.

Mr. Mark Pietrowski took the podium as DeKalb County Board Chairman. He thanked Chairman Pro-Tem Fauci and the Board Members for their support.

ELECTION OF COUNTY BOARD VICE-CHAIRMAN

Nominations

Chairman Pietrowski asked for nominations of a County Board Vice-Chairman.

Motion

Mr. Gudmunson moved to nominate Mr. Tracy Jones as Vice-Chairman. Mr. Johnson seconded the motion.

Chairman Pietrowski asked three times if there were any other nominations for a Vice-Chairman.

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Close Nominations

Hearing no other nominations, Mr. Frieders moved to close nominations and Mr. O'Barski seconded the motion.

Vote to Close Nominations

The motion carried unanimously to close nominations for Vice-Chairman by voice vote.

Roll Call Vote to Nominate Vice-Chairman

Chairman Pietrowski called for a roll call to nominate Mr. Tracy Jones as County Board Vice-Chairman. Those voting year were Ms. Askins, Mr. Bassett, Mr. Brown, Mr. Bunge, Mr. Cribben, Mr. Emerson, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Mrs. Leifheit, Ms. Little, Mr. Luebke, Mr. Metzger, Mr. O'Barski, Mr. Oncken, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Turner, Mr. Whelan, and Chairman Pietrowski. The motion carried unanimously.

COUNTY BOARD COMMITTEE APPOINTMENTS

All County Board Members reviewed the attached County Board Standing Committee Appointments.

Motion

Ms. Askins moved to approve the Standing Committee Appointments. Mr. Oncken seconded the motion.

Voice Vote

Chairman Pietrowski called for a voice vote. All members present voted yea. The motion carried unanimously.

OLD BUSINESS / NEW BUSINESS

Chairman Pietrowski made the following announcements to the County Board Members:

For those County Board Members who would like to learn more about the County's proposed Sober Living Home, there will be a Neighborhood Public Forum this Thursday, December 4th at 6:00pm, here in the Gathertorium. This forum will be hosted by the Judiciary and will be an excellent opportunity to hear how the program works and to get any and all questions answered.

Also as a Reminder: Immediately following the Executive Committee Meeting on December 10th @ 7pm will be the County Board Committee Orientation Night. All County Board Members are encouraged to attend this meeting.

In a message received today, we were sad to learn that Marc Johnson (D) District #8, will be resigning from the County Board as of December 2, 2014.

Lastly, Chairman Pietrowski thanked and acknowledged Mr. Jeff Metzger who served as the County Board Chairman the past two years.

Note: These minutes are not official until approved by the DeKalb County Board at a subsequent meeting. Please refer to the meeting minutes when these minutes are approved to obtain any changes to these minutes.

ADJOURNMENT

Motion

Mrs. Turner moved to adjourn the meeting and Mr. Oncken seconded the motion.

Voice Vote

Chairman Metzger called for a voice vote on the adjournment. All Members voted yea. Motion carried unanimously.

DeKalb County Board Chairman

DeKalb County Clerk

Note: These minutes are not official until approved by the DeKalb County Board at a subsequent meeting. Please refer to the meeting minutes when these minutes are approved to obtain any changes to these minutes.

DeKalb County Board Standing Committees
December 1, 2014 Through November 30, 2016
 Updated as of December 1, 2014

	Economic Development	Executive Committee	Finance Committee	Forest Preserve Committee	Health & Human Services	Highway Committee	Law & Justice Committee	Planning & Zoning
MEETINGS:	1st Tues @ 7pm	2nd Wed @ 7pm	1st Wed @ 7pm	4th Tues @ 6pm	1st Mon @ 6:30pm	1st Thurs @ 6pm	4th Mon @ 6:30pm	4th Wed @ 7pm
CHAIR:	Bob Brown	Mark Pietrowski	Paul Stoddard	Anita Turner	Misty Haji-Sheikh	John Gudmunson	John Frieders	John Emerson
VICE-CHAIR:	Jeff Whelan	Tracy Jones	Dan Cribben	Riley Oncken	Maureen Little	Frank O'Barski	Ruth Anne Tobias	Frank O'Barski
	Joe Bassett	Bob Brown	John Gudmunson	Bob Brown	Marjorie Askins	Kevin Bunge	Marjorie Askins	Joe Bassett
	VACANT	John Emerson	Tracy Jones	John Emerson	VACANT	John Frieders	Dan Cribben	Kevin Bunge
	Dianne Leifheit	John Frieders	Jim Luebke	Misty Haji-Sheikh	Steve Reid	Jim Luebke	Dianne Leifheit	Tracy Jones
	Mark Pietrowski	John Gudmunson	Steve Reid	Jeff Metzger	Jeff Whelan	Mark Pietrowski	Maureen Little	Riley Oncken
	Sandra Polanco	Misty Haji-Sheikh	Ruth Anne Tobias	Sandra Polanco		Jeff Metzger	Paul Stoddard	Anita Turner
		Paul Stoddard						
		Anita Turner						
DEPARTMENTS:	County Clerk & Recorder; Supervisor of Assessments; Treasurer	Administration; Elections	Facilities Management Office; Finance Office; Information Management Office	Forest Preserve	Community Action; Mental Health; Public Health; Regional Superintendent of Schools; Rehab & Nursing Center; Senior Services; Verteran's Assist.	Highway Department	Circuit Clerk; Coroner; Court Services; ESDA; Judiciary; Public Defender; Sheriff's Office; State's Attorney	Planning & Zoning
OUTSIDE AGENCIES:	Economic Development Corporation; Convention & Visitors Bureau				DeKalb County Extension Service; VAC		Children's Waiting Room; Court Appointed Special Advocate (CASA); Neutral Exchange	DeKalb County Soil & Water

EMPLOYEE SERVICE AWARDS

December

2014

SUN

MON

TUE

WED

THU

FRI

SAT

William Phillips, Jr.

35 YEARS OF SERVICE

12/10/1979

Highway Department

30 YEARS OF SERVICE

None

25 YEARS OF SERVICE

None

Sarah Frazier

20 YEARS OF SERVICE

12/19/1994

Sheriff's Department

James Burgh

15 YEARS OF SERVICE

12/27/1999

Sheriff's Department

Anita Jo Turner

10 YEARS OF SERVICE

12/01/2004

Administration Office

Margaret Rice

5 YEARS OF SERVICE

12/09/2009

Sheriff's Department

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

STATE OF ILLINOIS)

)SS

COUNTY OF DEKALB)

RESOLUTION R2014-83

**A RESOLUTION APPROVING GIFTS OF LAND SUBJECT TO
A CONSERVATION EASEMENT**

WHEREAS, County of DeKalb, a body corporate and politic, has acquired certain lands in or near the City of Sycamore, located in parts of Section 33, Township 41 North, Range 5 East of the Third Principal Meridian, DeKalb County, Illinois, along a waterway being prone to floods; and

WHEREAS, County of DeKalb, a body corporate and politic, is a public entity other than one with a conservation mission, only; and

WHEREAS, Frank Santoro, (the “Landowner”) the owner of lands and parcels, known as PIN 06-33-176-003, 06-33-177-002, and 06-33-200-009, (the “Subject Property”) being 38.94 acres, more or less, abutting and adjoining above mentioned lands desires to or has granted a conservation easement upon the Subject Property by conveying a grant of easement to the Conservation Foundation, a private, duly qualified conservation organization, which has previously partnered on lands now within the DeKalb County Forest Preserve District; and

WHEREAS, the Landowner desires to donate and convey his fee interest in the Subject Property to County of DeKalb, forever, for the use and purposes of open space, preservation of open space, and protection of relatively natural habitat or ecosystem, for the people of the County of DeKalb, State of Illinois and for no other; and

WHEREAS, the Landowner desires this donation of land to the County of DeKalb be accepted by and through a donative conveyance of title; and

WHEREAS, the Executive Committee of DeKalb County Board has evaluated this proposed donation and has recommended that the County of DeKalb accept this donation of lands for the use and purposes of open space, preservation of open space and protection of relatively natural habitat or ecosystems for the people of the County of DeKalb, State of Illinois and for no other purpose; and

WHEREAS, the County views the donation of this approximately 39 acre property along the Kishwaukee River as an opportunity for the citizens to have a greatly enhanced green space and open area along a year-round body waterway that will be used by the public now and in the future, and yields a significant public benefit to the general public, all of which coincides with its goals for this area; and

WHEREAS, it is in the best interests of the citizens of the County to accept the Subject Property, subject to the qualified conservation easement, as a gift when such lands are consistent with current or future use of lands owned by the County.

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

Section 1. Recitals. The recitals set forth above are incorporated as part of this Resolution by this reference.

Section 2. Approval of donation. The County of DeKalb expresses its gratitude to Frank Santoro for his efforts and desires to enhance open space and green space for the people of the County of DeKalb, forever, and will graciously accept his deed (a gift in perpetuity), encumbered by a conservation easement, conveying the Subject Property to DeKalb County, a body corporate and politic, and assume all of Frank Santoro's rights and obligations under the conservation easement, by an assignment, indemnification and hold harmless thereof (hereafter "Assignment"), when presented at a later date.

Section 3. Donee Acknowledgement. The County Administrator is specifically designated and directed to sign (a) the above mentioned Assignment, and (b) a written contemporaneous acknowledgment on letterhead and the Donee Acknowledgment on I.R.C. Form 8283 required by I.R.C. § 170(f)(8), Treas. Reg. § 1.170A-13(f)(3), and Treas. Reg. § 1.170A-13(c)(4)(iii).

ADOPTED BY THE DEKALB COUNTY BOARD THIS 17th DAY OF DECEMBER, 2014, A.D.

Chairman, DeKalb County Board

Attest:

DeKalb County Clerk



DeKalb County Administration

200 N. Main Street ❖ Sycamore, IL 60178-1431 ❖ Phone: (815) 895-7125 ❖ Fax: (815) 895-7187 ❖ www.dekalbcounty.org

Letter of Appreciation and
Contemporaneous Acknowledgement
Property for Public Use Donation
I.R.C. § 170(f)(8)

December 1, 2014

Frank Santoro
1334 Oakland
Sycamore, IL 60178

Dear Mr. Santoro,

Thank you for your generous donation of 100% of your fee title ownership in and to 39 acres +/- in Sycamore Township, DeKalb County, Illinois, of wetlands and along the Kishwaukee River to DeKalb County, a body corporate and politic for the use and purpose of open space and open space preservation for the people. This donation of land will protect the rural and open character of this portion of DeKalb County, and benefit plant, fish and wildlife habitat, and as well as future generations to come.

In accordance with federal tax law, individual and entities making a charitable contribution of \$250 or more must have the gift acknowledged in writing by the donee. This letter will serve to verify that DeKalb County, a body corporate and politic, is a local government unit of the State of Illinois, a qualified organization. The donation was accepted by DeKalb County on December 17, 2014. No goods or services were provided by DeKalb County, a body corporate and politic, in return for this contribution.

The County Board sincerely appreciates all that you have done on behalf of the people of DeKalb County, Illinois.

Sincerely,

Gary H. Hanson
DeKalb County Administrator

ASSIGNMENT AND HOLD HARMLESS

For and in consideration of One (\$1) Dollar, and DeKalb County, a body corporate and politic, accepting the donation of property legally described as [See Attached] which property is subject to a Grant of Conservation Easement, dated _____, and recorded on _____, 2014, as Document _____ and the agreements set forth herein.

The parties hereto have agreed as follows:

1. As a part of the donation and gift by warranty deed (hereafter "gift deed") to DeKalb County, a body corporate and politic, of the property legally described as [See Attached] which property is subject to a Grant of Conservation Easement, dated _____, and recorded on _____, 2014, as Document _____, the Grantor-Donor, Frank Santoro does hereby assign all his rights and responsibilities under the Conservation Easement recorded on _____, 2014.
2. DeKalb County, a body corporate and politic, hereby accepts the assignment of Frank Santoro's rights and responsibilities under the Conservation Easement recorded on _____, 2014, and further agrees that DeKalb County, a body corporate and politic shall carry out all of the Frank Santoro obligations and responsibilities under said Conservation Easement and shall indemnify and hold harmless Frank Santoro, his employees, agents, attorneys, and assigns for any and all liabilities, claims, demand, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of acts, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature including without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal) to which Frank Santoro may be subject relating to the Conservation Easement, which may arise from, but is not limited to Frank Santoro's negligent acts or omissions or Frank Santoro's breach of any representation, warranty, covenant, agreements contained in this gift deed, or violations of any Federal, State, or local laws, including all Environmental Laws. A copy of the original gift deed in perpetuity will be attached to this assignment and hold harmless and indemnity agreement to conservation easement area and the obligation of the conservation easement.

Dated: _____

Frank Santoro

DeKalb County, a body corporate and politic

By _____

State of Illinois)
) SS
County of DeKalb)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify That Frank Santoro personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, seal, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 2014

Notary Public

State of Illinois)
) SS
County of DeKalb)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify That _____ of DeKalb County, a body corporate and politic personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he signed, seal, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

Given under my hand and seal this _____ day of _____, 2014

Notary Public

This document prepared by
And after recording mail to:

Janis M. Tupy, Esq.
Tupy & Tupy, Ltd.
Attorneys At Law
303 East Hillcrest Drive
DeKalb, IL 60115

GRANT OF CONSERVATION RIGHT AND EASEMENT

THIS GRANT OF CONSERVATION RIGHT AND EASEMENT ("Grant") is made this _____ day of _____, 2014 by Frank Santoro, of Sycamore, Illinois ("Grantor") in favor of The Conservation Foundation, an Illinois Not For Profit corporation, 10S404 Knoch Knolls Road, Naperville, Illinois 60565 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property consisting of approximately _____ acres in DeKalb County, Illinois, more particularly described and depicted as Parcel 2, (which excludes the lands that fall within any public road, and private sewage plant), on the Plat of Survey dated the _____ day of _____, 2014, prepared by Shawn VanKampen, PLS of Hanna Land Surveyors, a true and accurate copy of which is attached hereto and incorporated herein as **Group Exhibit A** (the "Protected Property"); and

WHEREAS, the Protected Property possesses natural, scenic aesthetic, ecological and environmental values related to open space preservation, wetland preservation and flood water management (collectively "Conservation Values") as further described in the Baseline Documentation Report dated _____ attached hereto and incorporated herein as **Exhibit B** of great importance to Grantor, the people of DeKalb County and the people of the State of Illinois, which the parties agree provide, collectively, an accurate representation of the Protected Property at the time of this Grant, and which are intended to serve as an objective information baseline for monitoring compliance with the terms of this Grant; and

WHEREAS, Grantor intends to achieve certain purposes (the "Conservation Purposes"), including the preservation of the Conservation Values of the Protected Property by the continuation of land use patterns existing at the time of this Grant, and, in general, the preservation of open space, natural plant, marshland, wetland, animal communities and scenic areas in the region in which the Protected Property is located; and

WHEREAS, Grantor further intends, as owner of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Protected Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder (the "Code") whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, and open space condition; and

WHEREAS, Grantee is dedicated to the conservation of land, natural areas, open space and water areas in DeKalb County, and is empowered to acquire an interest in real estate through easement under the Real Property Conservation Rights Act, as amended from time-to-time, 765 ILCS 120/0.01 *et seq.* ("Property Conservation Act"); and

WHEREAS, Grantor and Grantee recognize the uniqueness of the Protected Property, including, but not limited to, the fact that the Protected Property is located adjacent to the East Branch of the South Branch of the Kishwaukee River which has been identified by the Illinois Department of Natural Resources as a "Unique Aquatic Resource" or Class "A" stream which benefits from the preservation and restoration of land along its stream banks; and

WHEREAS, Grantor and Grantee further recognize the scenic, aesthetic, ecological and natural character of the Protected Property, and have the common purpose of conserving the conservation values of the Protected Property by the conveyance of this Conservation Easement over and across the Protected Property; and

WHEREAS, Grantee agrees by accepting this Grant to honor the intentions of Grantor stated herein and to endeavor to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come; and

WHEREAS, Grantor and Grantee, by the conveyance to Grantee of this Grant under the Property Conservation Act on, over and across the Protected Property, desire and intend to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this Grant; and

WHEREAS, Grantee is accepting this Conservation Easement subject to reservations, covenants, terms, conditions and restrictions set out herein and imposed hereby.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor and Grantee, the above recitals, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the Property Conservation Act, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Right and Easement ("Easement") in perpetuity over the Protected Property in the nature and character and to the extent hereinafter set forth, to have and to hold unto Grantee and its successors and assigns forever.

1. Purpose. It is the purpose of this Grant to assure that the Protected Property will be retained forever predominantly in its natural, scenic, and open space condition and that any natural plant, wetland, marshland, and animal communities located on the Protected

Property will be preserved to the extent feasible, and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property.

2. Rights of Grantee. To accomplish the purpose of this Grant, the following rights are conveyed to Grantee by this Grant:

(a) To preserve and protect the native flora, fauna, soils, water table and drainage patterns, and other Conservation Values of the Protected Property;

(b) To view the Protected Property in its scenic and open condition at ground level from adjacent publicly-accessible land, if any exists;

(c) To enter upon the Protected Property at reasonable times to monitor the native trees, grasses and forbs and maintenance of the Conservation Values to assure the long term natural preservation of the Protected Property, and to monitor Grantor's compliance with, and otherwise enforce, the terms of this Grant, as specified in the Management Plan attached hereto and incorporated herein as **Exhibit C** which may, from time to time, be modified by the agreement of both Grantor and Grantee, provided that any modification is consistent with preservation of the Conservation Values of the Protected Property, provided that such entry shall be upon prior notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property;

(d) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Grant and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 8;

(e) To enforce the terms of this Grant by appropriate legal proceedings so as to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Grant and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use.

3. Grantor's Covenants And Prohibited Uses. Any activity on or use of the Protected Property inconsistent with the purpose of this Grant is prohibited. Without limiting the generality of the foregoing, and subject to those rights reserved by Grantor as set forth in paragraph 5 of this Grant, Grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity; namely that Grantor shall not, without the prior written consent of Grantee, allow the following activities on, and uses of, the Protected Property which uses and restrictions are expressly prohibited:

(a) Except upon prior written approval by Grantee for the restoration or management of habitat for native plants and animals, or as authorized in paragraph 5,

below, there shall be no placement or construction of any buildings, whatsoever, or other structures or improvements of any kind including, without limitation, above ground utility lines and related facilities, lighting fixtures of any kind, sheds, fences, roads, antennae, lawns, flag poles, decks, patios, swimming pools, signs, billboards, trailers, mobile homes, and other man-made or impervious surfaces;

(b) Except upon prior written approval by the Grantee for the restoration or management of habitat for native plants and animals , or as authorized in paragraph 5, below, there shall be no alteration of the surface topography and hydrology of the Protected Property (including, without limitation, grading, filling, boring, drilling or the excavation, drilling or filling of foundations, cisterns, wells, removal or moving of soil, sand, gravel, peat, or vegetation), except to enhance the ecological character of the Protected Property or as may be reasonably required in the course of any activity expressly permitted under this Grant;

(c) Any use or activity that causes, or is likely to cause, significant soil degradation or erosion or significant siltation or pollution of any surface or subsurface waters (including, without limitation, any use or application of any pesticide or herbicide), except in accordance with a plan for such use or application approved in writing by Grantee;

(d) The draining, filling, diking, dredging or digging of any wetlands, ponds, water course, floodplains, or other areas located on the Protected Property;

(e) The legal or de facto division, subdivision, or partition of the Protected Property, or use of the Protected Property for increasing the density of development of any real estate not covered by this Grant;

(f) Except upon prior written approval by Grantee and in accordance with a plan for the restoration or management of habitat for native plants and animals there shall be no destruction or removal of the native flora located on the Protected Property, nor shall there be any intentional introduction of non-native plant or animal species;

(g) The dumping, placing or storing of trash, discarded equipment, appliances, automobiles or household items, garbage, grass clippings and other landscape waste, or other waste material, incineration, or underground storage tanks;

(h) The operation of snowmobiles, motorcycles, all-terrain vehicles or any other type of motorized vehicle (except for vehicles used only in connection with maintenance activities permitted under this Grant);

(i) The use, exercise, or transfer of development rights on or to the Protected Property, or any portion thereof, including without limitation any and all rights, however designated, now or hereafter associated with the Protected Property or any other

property that may be used, pursuant to applicable zoning laws or other governmental laws, ordinances or regulations, to compute permitted size, height, bulk, or number of structures, development density, lot yield, or any similar development variable on or pertaining to the Protected Property or any other property;

(j) The construction of driveways, roads, parking lots, private access lands, or dedication of rights of way for roads on the Protected Property, unless authorized in writing by Grantee to further the rights reserved to Grantor set forth in paragraph 5 of this Grant;

(k) The manipulation, change, addition to, drawing down or draining existing water levels;

(l) The cutting of live or standing dead trees, grasses, and forbs, except as and when necessary to protect the natural, scenic, open space, and ecological values of the Protected Property or to control or prevent non-native species, imminent hazard, disease or fire or to restore natural areas or native vegetation.

4. Development Rights. To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Protected Property may be developed to a use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Protected Property is devoted to as of the date hereof, such development rights shall not be exercisable on, above, or below the Protected Property, nor shall they be transferred to any adjacent parcel or exercised in a manner that would interfere with the preservation and Conservation Purposes of this Grant.

5. Reserved Rights. Grantor reserves to himself and to his personal representatives, heirs, successors, and assigns, all rights accruing from his ownership of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Grant, including the right to use the Protected Property for recreational purposes not prohibited under the foregoing provisions (any such activity shall be in full accordance with all applicable local, state and federal laws and regulations) and which do not interfere with the preservation of plant and animal communities currently on the Protected Property. Without limiting the generality of the foregoing, the following rights are expressly reserved by Grantor:

(a) Hiking, bird watching, camping and other non-consumptive and non-motorized activities;

(b) Ecological research, in a manner consistent with the laws and practices determined by the Illinois Department of Natural Resources or its successor conservation agency;

(c) All rights to subsurface water, air, light, wind, all minerals, gas, oil and other hydrocarbons (extraction of materials being subject to paragraph 3(b)) currently held by Grantor, shall remain with Grantor and are not conveyed by this Grant;

(d) The right to construct limited trails, shelters, comfort stations, interpretive signs and markers and related facilities subject to Grantee's written approval;

(e) The right to construct limited athletic fields and associated equipment storage bins, subject to Grantee's written approval.

6. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Grant. Whenever notice is required, Grantor shall notify Grantee in writing and the notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Grant.

7. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within forty-five (45) days after receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Grant.

8. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Grant or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Grant, to restore the portion of the Protected Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, and Grantor fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which Grantee may be entitled for violation of the terms of this Grant or injury to any Conservation Values protected by this Grant, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

9. Damages. Grantee's award of damages shall be equal to the cost of restoring the Protected Property to its condition prior to the violation(s). Grantor will be responsible for restoring the Protected Property to its condition prior to the violation(s) to the satisfaction of Grantee. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply

any damages recovered to the cost of undertaking any corrective action on the Protected Property.

10. Scope of Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Grant, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Grant are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other terms of this Grant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

11. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Grant against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Grant shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Grant, Grantor's costs of suit, including, without limitation, reasonable attorneys' fees, shall be borne by Grantee.

12. Grantee's Discretion. Enforcement of the terms of this Grant shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Grant in the event of any breach of any term of this Grant by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Grant or of any of Grantee's rights under this Grant. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver thereof.

13. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

14. Acts Beyond Grantor's Control. Nothing contained in this Grant shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

15. Arbitration. Without limiting the rights under other paragraphs, and without impairing Grantor or Grantee's ability to initiate formal legal proceedings in emergency circumstances or when time is of the essence, in the event of a dispute, Grantor and Grantee

are first required to submit the issue to the American Arbitration Association (AAA) for Alternative Dispute Resolution (ADR) or its future equivalent. Grantor and Grantee are required to meet with the AAA representative to determine whether the dispute can be resolved with some form of ADR. If it can be, Grantor and Grantee shall continue in this process with the ADR proceeding pursuant to the then existing Commercial Arbitration rules. If at any time in the AAA representative determines that this process is being used to create delay in resolving the dispute, the process shall be immediately terminated and may be replaced with formal legal proceedings.

16. Access And Duty To Perform. Except as may be otherwise expressly provided herein, no right of access by the general public to any portion of the Protected Property is conveyed by this Grant, however, this provision shall not be deemed to affect the right of Grantor to grant such access. Notwithstanding anything to the contrary in this Grant, Grantee shall not have any duty to perform its obligations pursuant to this Grant in the event it is not provided with full access to the Protected Property as set forth in paragraph 2 of this Grant

17. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage.

18. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Grant, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall have the right to pay such real estate taxes and special assessments at any time that such taxes and assessments may be delinquent. In the event Grantee makes such payment, there shall be a lien in Grantee's favor on the payment in the amount thereof until such amount is repaid by Grantor.

19. Control. Nothing in this Grant shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.).

20. Indemnity. Excepting any such matters arising solely from the negligence of Grantee, Grantor shall defend and indemnify Grantee and hold Grantee harmless for any liability, costs, attorneys' fees, judgments or expenses to Grantee or any officer, director, employee, agent or independent contractor of Grantee (collectively, the Indemnitees") resulting from actions or claims of any nature by third parties arising from defaults under this Grant by Grantor, or arising out of the conveyance of, ownership, possession, or exercise of

rights under this Grant (including any such costs and expenses incurred by Grantee in connection with preserving the validity or priority of this Grant), including without limitation, (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnitees; (ii) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law regulation or requirement, including, without limitation, CERCLA and the Illinois Environmental Protection Act, in any way affecting, involving, or relating to the Protected Property; (iii) the presence or release in, on from or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnitees; and (iv) any breach or violation of any of the obligations, covenants, representations, and warranties of Grantor contained herein. In the event that Grantor is obligated to indemnify Grantee hereunder, the amount of such indemnity, until satisfied, shall constitute a lien on the Protected Property.

21. Mechanics Liens. Grantor shall keep the Protected Property free from any mechanics liens. If any such liens are placed against the Protected Property, Grantor shall promptly cause them to be released or, in the alternative, shall provide Grantee with title insurance reasonably acceptable to Grantee insuring over said liens. Grantee shall have the right to pay any lien if Grantor fails to provide Grantee with title insurance over the lien. Grantee shall have a line on the Protected Property in the amount of any funds paid by Grantee to discharge such mechanic's lien until such amount has been repaid by Grantor.

22. Extinguishment. If circumstances arise in the future which render the purpose of this Grant impossible to accomplish, this Grant can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Upon such extinguishment, Grantee shall be entitled, after the satisfaction of prior claims, to its share of the proceeds from any sale, exchange, financing, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, equal to the value of the Grant. The value of the Grant at the time of such extinguishment shall be determined in accordance with paragraph 23 hereof. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes of this Grant, provided, however, that such use shall not be limited to the Protected Property.

23. Proceeds. This Grant constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 22, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Grant (minus any increase in value after the date of this Grant attributable to improvements permitted under this Grant, if any) by a fraction of which the numerator shall be the value of the Grant at the time of this Grant and the denominator shall be the value of the Protected Property, without deduction for the value of the Grant, at the time of this Grant. The values at the time of this Grant shall be those values used to calculate the deduction for federal

income tax purposes allowable by reason of this Grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Grant to the value of the Protected Property unencumbered by the Grant shall remain constant, and the value of the Easement shall be equal to the difference in value between the Protected Property, without diminution attributable to this Grant, and the value of the Protected Property as encumbered by this Grant.

24. Condemnation. If the Grant is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation in accordance with Illinois law, including but not limited to, 735 ILCS 30/10-5-5.

25. Qualified Appraisal. In the event Grantor claims a federal income tax deduction for donation of a "qualified real property interest" as that term is defined in Section 170(h) of the Internal Revenue Code, Grantor shall provide Grantee with a copy of all appraisals, including the "Qualified Appraisal" as that term is defined in Section 170(a)(1) of the Internal Revenue Code (hereinafter the "Appraisal") of the fair market value of this Grant. Upon receipt of the Appraisal, this fully executed Grant, and any endowment requested hereunder by Grantee, Grantee shall sign any appraisal summary form prepared by the Internal Revenue Service and submitted to Grantee by Grantor, unless Grantee is aware or believes that the information provided may not be correct. If Grantor elects not to provide a copy of the Qualified Appraisal to Grantee, after Parts I, II and III of Internal Revenue Service Form 8283, as may be amended or revised, have been completed and provided to Grantee, Grantee shall agree to sign Part IV of said form, thus acknowledging the donation, unless Grantee is aware or believes that the information provided may not be correct.

26. Amendment. If circumstances arise under which an amendment to or modification of this Grant would be appropriate and would serve to improve the Conservation Values of the Protected Property, Grantor and Grantee are free to jointly amend this Grant; provided that no amendment shall be allowed that will affect the qualification of this Grant or the status of Grantee under any applicable laws, including the Property Conservation Act or Section 170(h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent with the purpose of this Grant, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of DeKalb County, Illinois.

27. Assignment. This Grant is transferable, but Grantee may assign its rights and obligations under this Grant only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation rights under the Property Conservation Act (or any successor provision then applicable). The transferee shall have the commitment to protect the Conservation Purposes of this Grant and the resources to enforce the terms hereof. As a condition of such transfer, Grantee shall require the transferee to assume all obligations of Grantee under this Grant and to agree that the Conservation Purposes that this Grant is intended to advance shall continue to be carried out in perpetuity.

28. Executory Limitation. If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended, or to be authorized to acquire and hold conservation easements under the laws of the State of Illinois, and a prior assignment is not made pursuant to paragraph 27, then Grantee's rights and obligations under this Grant shall become immediately vested in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Illinois law and with due regard to the requirements for an assignment pursuant to paragraph 27.

29. Subsequent Transfers. Grantor agrees to incorporate this Grant by reference in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Grant or limit its enforceability in any way, nor shall it result in any liability on the part of the Grantor.

30. Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance (or non-compliance, if applicable) with any obligation of Grantor contained in this Grant and otherwise evidences the status of this Grant.

31. Notices. Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: Frank Santoro
1334 Oakland Drive
Sycamore, IL 60178

cc: Janis M. Tupy
Tupy & Tupy, Ltd.
303 East Hillcrest
DeKalb, Illinois 60115

To Grantee: The Conservation Foundation
10S404 Knoch Knolls Road
Naperville, Illinois 60565

cc: Day & Robert, P.C.
300 East 5th Avenue
Suite 365
Naperville, Illinois 60563

or such other address as either party from time to time shall designate by written notice to the other. Personal delivery shall include delivery by commercial messenger service or overnight courier. Service by mail shall be deemed effective on the earlier of (i) actual receipt or (ii) three business days after posting.

32. Recordation. Grantee shall record this instrument in the official records of DeKalb County, Illinois and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Grant. Grantee may, prior to the fortieth anniversary of the date of this Grant and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-118, for the purpose of preserving the lien of this Grant in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Grant.

33. Nature of Conveyance. The conveyance hereunder constitutes a perpetual conservation right under the Property Conservation Act, a charitable trust, a common law easement in gross, a public easement under 35 ILCS 200/9-145(e), a common law dedication, and an easement and covenant running with the land under 35 ILCS 200/22-70. If Grantee ever becomes owner of fee simple interest in the Protected Property, this Grant shall continue in full force and effect, and the doctrine of merger shall not apply.

34. General Provisions.

(a) Controlling Law. The laws of the State of Illinois shall govern the interpretation and performance of this Grant.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed in favor of the Grant to effect the purpose of this Grant, the charitable and perpetual nature of this grant, and the policy and purpose of the Property Conservation Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Grant and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Grant, all of which are merged herein.

No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment first executed by Grantor and Grantee, or their successors, and recorded in the official records of DeKalb County, Illinois.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Protected Property in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Grant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Grant shall terminate upon transfer of the party's interest in the Grant or Protected Property, except that liability for acts or omissions occurring prior to such transfer shall survive the transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience or reference and shall have no effect upon the construction or interpretation of this instrument.

(i) Authority. Grantor (and any persons executing this instrument on behalf of Grantor) represent and warrant that Grantor is the owner in fee simple of the Protected Property, Grantor is fully authorized and empowered to execute and deliver this instrument, and there is no lien, encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all of Grantor's obligations hereunder.

(j) Counterparts. The parties may execute this Grant in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any part who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF Grantor, Frank Santoro and Grantee, The Conservation Foundation, an Illinois Not For Profit corporation have set their hands on the day and year first above written.

GRANTOR:

Frank Santoro

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Santoro, a single man personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 20__.

Notary Public

My commission expires:

GRANTEE:

THE CONSERVATION FOUNDATION, an Illinois Not For Profit corporation

BY: _____

ITS: _____

ATTEST: _____

ITS: _____

GROUP EXHIBIT A
Legal Description and Depiction

CONSERVATION AREA: "PARCEL 2"

Permanent index number(s):

AND HAS A LEGAL DESCRIPTION(S) OF:

EXHIBIT B
Existing Conditions

EXHIBIT C
Management Plan

The purpose of this Management Plan is to assure that the Protected Property subject to the Grant will be retained forever in its natural, scenic and open space condition, and that the natural plant and animal communities located on the Protected Property which are indigenous to northern Illinois will be preserved to the extent feasible. The portion of the Easement that is in agricultural use, if any, existing on the date of the Grant will cease at the end of the cropland lease and may be restored to its natural state.

Objective of the Management Plan:

It is the objective of the Management Plan to pursue those actions and activities that will cause the purpose of the Grant to be realized. The amount and timing of management activities shall be at the discretion of Grantor, and it is expressly acknowledged that Grantor shall be under no obligation to undertake any of the Management Recommendations set forth herein. It shall, however, be the responsibility of Grantee, from time to time, to advise, suggest, and remind Grantor of the specific management activities that are appropriate and recommended for the Protected Property.

Carrying Out the Management Plan:

The cost of labor and materials to carry out the Management Plan shall be the responsibility of Grantor, in the event Grantor elects, in his discretion, to undertake any of the Management Recommendations set forth herein. The Grantee under the Grant of the Easement shall have no responsibility for these costs.

The primary objective shall be to protect the health of the headwaters of the Kishwaukee River, maintain a viable, natural floodplain and to encourage the continued existence of desirable native plant and animal species.

It is acknowledged that natural conditions change over time. It is further acknowledged that management activities may need to be modified to reflect changed conditions. Changed conditions could include the appearance of new exotic species, disease or insect outbreaks, or natural calamities.

Management Recommendations:

1. The Protected Property is in a floodplain area. All areas are subject to habitat improvement through encouragement of native plants and removal or control of non-native and invasive plants.

2. Monitoring should be undertaken on at least an annual basis to detect and determine the extent of undesirable plant species such as buckthorn, honeysuckle, and garlic mustard. Grantee will assist with this monitoring. Grantee will also endeavor to advise Grantor of new exotic species that may require control efforts.
3. It is strongly recommended that Grantor continue to undertake removal and control of exotic species. Annual and sustained efforts are important in order to assure the needed work remains at manageable levels.
4. It is recommended that the wooded area be burned every three to five years. Burning will retard the growth of invasive non-native species and stimulate the growth of desirable native species.
5. It is recommended that the prairie area be burned more frequently—at least once every three years. Burning is the most effective way to control exotic plants that may appear in the prairie.
6. It is recommended that the areas not used for active recreation should be planted or replanted with native vegetation.
7. Grantor will continue the removal of less desirable tree species, trees in overcrowded conditions, and diseased or damaged trees. This will improve growing conditions for the remaining trees. Thinning also allows more light to reach the floor of wooded areas and has the added benefit of encouraging the growth of wildflowers and the regeneration of desirable trees.
8. Grantor will monitor the condition of the stream bank (riverbank) and to undertake actions to retard bank erosion. Grantee will assist Grantor in obtaining information on stream bank erosion control.
9. Agricultural practices shall not be allowed after termination of current agricultural lease, if any, existing on the date of the Grant.

Environmental Responsibility

Nothing in the Management Plan is intended to create an “ownership” interest as defined by the environmental laws of the United States or the environmental laws of the State of Illinois. It is specifically the intention that the Grantee of the foregoing conservation easement shall not become liable for any environmental cleanup under any state or federal law. To the extent that the Protected Property is contaminated by Grantor or his successor in interest, such contamination shall be the sole responsibility of Grantor or his successor in interest, in compliance with federal and state environmental regulations and laws.

STATE OF ILLINOIS)
)SS
COUNTY OF DEKALB)

RESOLUTION R2014-84

AMENDING BY REPLACEMENT THE DEKALB COUNTY ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the County Board of DeKalb County, IL, the Town Council of Cortland, the City Council of DeKalb, the City Council of Genoa, the City Council of Sandwich, the City Council of Sycamore and the Village Board of Waterman, referred to herein as the Designating Units of Government, have determined and concur that it is desirable and necessary for the region to apply for a new Enterprise Zone designation for the long term benefit and economic viability of the region; and

WHEREAS, in order to effectuate the purpose set forth above, the DeKalb County Board, on November 19, 2014, adopted Resolution R2014-77 approving the DeKalb County Enterprise Zone Intergovernmental Agreement between the Designating Units of Government, in accordance with the provisions of the State of Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.*, said Agreement setting forth the terms for governing the operation and management of the DeKalb County Enterprise Zone; and

WHEREAS, subsequent to the approval of Resolution R2014-77, further changes to the terms and details of the Intergovernmental Agreement have been drafted with the concurrence of the Designating Units of Government, said changes necessitating amendment of the Agreement by replacement with the revised Intergovernmental Agreement attached hereto as Addendum "A";

NOW BE IT THEREFORE RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF DEKALB, ILLINOIS, that the DeKalb County Enterprise Zone Intergovernmental Agreement approved by DeKalb County Resolution R2014-77 is hereby amended by replacement with the DeKalb County Enterprise Zone Intergovernmental Agreement attached hereto as Addendum "A", and that the Chairman of the DeKalb County Board is hereby authorized to sign and execute said Agreement on behalf of DeKalb County, IL, and further that said Agreement shall be effective upon its signature by representatives of each of the Designating Units of Government.

ADOPTED BY THE COUNTY BOARD THIS 17TH DAY OF DECEMBER, 2014, AD.

Chairman, DeKalb County Board

ATTEST:

County Clerk

DEKALB COUNTY ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

This Agreement is made this 5th day of December, 2014, by and between the County of DeKalb, the Town of Cortland, the City of DeKalb, the City of Genoa, the City of Sandwich, the City of Sycamore and the Village of Waterman.

WHEREAS, the County of DeKalb, the Town of Cortland, the City of DeKalb, the City of Genoa, the City of Sandwich, the City of Sycamore and the Village of Waterman have adopted ordinances and resolutions establishing an Enterprise Zone, herein after collectively referred to as "the Ordinance," subject to certification by the Department of Commerce and Economic Opportunity, herein after referred to as "the Department," including unincorporated portions of the County of DeKalb, incorporated portions of the Town of Cortland, incorporated portions of the City of DeKalb, incorporated portions of the City of Genoa, incorporated portions of the City of Sandwich, incorporated portions of the City of Sycamore and incorporated portions of the Village of Waterman; and

WHEREAS, the Governor signed Senate Bill 3616, as amended, into law on August 7, 2012, thereby amending the "Illinois Enterprise Zone Act" (20 ILCS 655/1 et. seq.) under the provisions of Public Act 97-0905 outlining new application procedures and related changes to the Illinois Enterprise Zone Program; and

WHEREAS, the Ordinance is or will be part of the application to the Department or designation of and Enterprise Zone pursuant to 20 ILCS 655/1 et. Seq. and Section 18-170 of the Property Tax Code (35 ILCS 200-170) herein after referred to as "Act;" and

WHEREAS, the local units of government listed above desire to operate the Enterprise Zone in an efficient and effective manner in keeping with the terms of the Act and rules and regulations promulgated by the Department and the Illinois General Assembly for the operation of an Enterprise Zone; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises herein after recited, the County of DeKalb, the Town of Cortland, the City of DeKalb, the City of Genoa, the City of Sandwich, the City of Sycamore and the Village of Waterman agree that the following terms shall govern the operation and management of the Enterprise Zone.

SECTION 1 – GENERAL PROVISIONS

The name of the Enterprise Zone shall be the DeKalb County Enterprise Zone, herein after referred to as the "Zone."

- A. Legal Description. The area as described in Exhibit A of this document and the Ordinance shall be designated as the DeKalb County Enterprise Zone, unless and until subsequently amended in accordance with the Act.

- B. Term. The term of the Zone will be for 15 years commencing on January 1, 2016, and ending at midnight on December 31, 2030 (unless extended), or until such time as the Zone has expired, been decertified by the Department or repealed by the General Assembly or by ordinance of the designating governmental entities, whichever is sooner. After the 13th year, the zone is subject to review by the state Enterprise Zone Board for consideration of an additional 10-year extension designation beginning on the expiration date of the enterprise zone. During the review process, the state Enterprise Zone Board shall consider the costs incurred by the state and units of local government as a result of tax benefits received by the enterprise zone before granting the extension. Upon approval of the state Enterprise Zone Board and certification by the Department, the Zone may further be in effect for an additional 10 years, beginning January 1, 2031.
- C. Zone Administration. The administration of the Enterprise Zone shall be under the jurisdiction of the DeKalb County Economic Development Corporation (EDC), and more specifically the Zone Administrator shall be the Executive Director of the EDC as outlined in Section IV below. The County and EDC shall adopt an Administration Agreement in the form attached hereto as Exhibit A. In the event that the County or EDC elect to terminate the Administration Agreement, the Parties shall cooperate in good faith to approve a new Zone Administrator and Administration Board that is acceptable to at least six out of seven of the Parties, to approve a new Administration Agreement that is acceptable to at least six out of seven of the Parties, and to approve an amendment to this Agreement consistent with the Parties' agreement.
- D. Administration Fees. As allowed by the Act, the Administrator of the DeKalb county Enterprise Zone is hereby authorized to collect an Administration Fee for the issuance of Sales Tax Exemption Certificates for Construction Materials from entities requesting said exemption, in order to offset the management and operational costs associated with the Administration of the Zone. Said fee shall be equal to .5 percent (1/2%) of the documented cost of building materials for each project up to a maximum of \$50,000 per Certificate (20 ILCS 655/8.2c). The Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board, may also elect to collect a processing fee for related Enterprise Zone activities such as boundary amendment applications, technical correction applications, and/or other applications resulting in an amendment to the zone or Zone operation procedures, which may change from time to time. At no time will all fees combined, which are related to a single project, exceed \$50,000 or such amount as may be stipulated in state statute. The Parties to this Agreement shall have no liability for payment of any fees under this Agreement, including but not limited to the Administration Fees contemplated in this subsection.
- E. Provisions for Tax Abatement. The Parties to this Agreement recognize the individual DeKalb County Enterprise Zone property tax abatement policies of the Designative Units of Government, set forth below. The Parties further agree that the taxpayer receiving eligible property tax abatement within the DeKalb County Enterprise Zone subject to certification and/or as certified by the Department, will be subject to certain terms and conditions in the Memorandum of Understanding between said taxpayer and the DeKalb County Enterprise Zone Administrator as also outlined below.

SECTION II – OTHER DEFINITIONS

- A. “Memorandum of Understanding” or “MOU” as defined herein is the written agreement between the DeKalb County Enterprise Zone Administrator, on behalf of the Taxing Bodies participating in the DeKalb county Enterprise Zone property tax abatement program, and the Applicant receiving tax abatement. The MOU defines the terms and conditions by which abatement of real estate property tax is authorized. The MOU shall be prepared on terms and conditions consistent with the terms of this Agreement and the initial form of the MOU, along with any amendments thereto, shall be subject to review and approval by each of the Parties, which approval shall not be unreasonably withheld or conditioned. Notwithstanding the foregoing, the approval of the Parties shall not be required for the execution of project-specific applications of the previously-approved form MOU.
- B. “Industrial Companies” as defined herein, are enterprise where the manufacturing or assembling of goods takes place.
- C. “Knowledge-Based Companies” as defined herein are enterprises that are research oriented and that require a highly skilled workforce such as biotechnology, electronic and/or professional services such as engineering, architecture, finance and law. Technical training/vocational schools and telemarketing companies are excluded from this definition.
- D. “Logistic(s) Companies” as defined herein, as warehousing and distribution businesses that are engaged in the storage and packaging of goods and the transfer of products from a point of origin to a point of consumption.
- E. “Interstate Competition Market,” hereafter known as ICM, is defined as the geographic area within the boundaries of the DeKalb County Enterprise Zone, located within 3.5 miles in either direction (north or south) of the center median of Interstate 88.

SECTION III – DESIGNATING UNITS’ OF GOVERNMENT PROPERTY TAX ABATEMENT, JOB CREATION AND WAGE POLICIES. Each designating unit of government for the DeKalb County Enterprise Zone shall have property tax abatement, job creation and wage policies specific to their unit of government. The terms for each are outlined below. The Enterprise Zone shall not include any incentive, change in standard or regulation, or other benefit or detriment to any of the Parties or any applicant seeking to develop property within the Enterprise Zone other than those expressly identified herein.

- A. **County of DeKalb** – That commencing on the effective date for any abatement approved for eligible property pursuant to the terms of this Agreement (which shall occur on during the term of this Agreement and no sooner than January 1, 2016), taxes on real property levied by the County of DeKalb shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as follows:

- a. **Property Tax Abatement Overall Condition.** In no event shall any abatement of taxes on any parcel exceed the amount of property taxes specifically attributable to the new equalized assessed value generated by the construction of the improvements or the renovation or rehabilitation or existing improvements on such parcel.
- b. **ICM Area Project Terms and Conditions.** DeKalb County Enterprise Zone property tax abatement shall be available for companies meeting the following criteria in the **ICM Area** and according to the following terms and conditions.
- i. Logistics Companies shall construct a minimum of 100,000 square feet for new building construction or must add at least 50,000 square feet to the size of and existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - ii. Industrial Companies shall construct a minimum of 15,000 square feet for new building construction or must add at least 7,500 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - iii. Knowledge-based Companies shall construct a minimum of 10,000 square feet or new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - iv. The abatements outlined in the ICM area above will be effective after the said rehabilitation, expansion or new construction has been completed and will begin at a time consistent with the Effective Date defined below.
- c. **Non-ICM Area Project Terms and Conditions.** DeKalb County Enterprise Zone property tax abatement shall be available for companies meeting the following criteria in areas outside of the ICM Area according to the following terms and conditions.
- i. Logistics Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - ii. Industrial Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.

- iii. Knowledge-based Companies shall construct a minimum of 10,000 square feet of new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
- iv. Effective date. The abatements outside the ICM will be effective after: 1) the abatement has been approved and an MOU has been executed and complied with; 2) the said rehabilitation, expansion or new construction has been completed; 3) the facility has been issued all required certificates of occupancy or permits and is operational in compliance herewith; 4) the new improvements have been fully assessed; and, 5) the recipient has satisfied all other applicable standards with regard to employment or other eligibility standards; but in no instance earlier than the first full tax year occurring after assessment of the new improvements. For any abatement to be effective, it must commence within two years of the date of execution of the MOU, unless such time period is extended by mutual agreement of the applicant, the Administrator (with the advice of the Advisory Board) and the Designating Units of Government within which the affected property is located; any abatement not taking effect within such period shall terminate.

d. **Tax Abatement: Logistics-based Companies within the ICM.** The duration for tax abatement within the ICM Area described above shall be for 9 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 50%
- iv. For taxes levied in the fourth year of abatement: 50%
- v. For taxes levied in the fifth year of abatement: 50%
- vi. For taxes levied in the sixth year of abatement: 40%
- vii. For taxes levied in the seventh year of abatement: 30%
- viii. For taxes levied in the eighth year of abatement: 20%
- ix. For taxes levied in the ninth year of abatement: 10%
- x. For taxes levied in the tenth year of abatement: 0%

e. **Tax Abatement: Industrial companies within the ICM Area.** The duration for tax abatement, within the ICM Area described above, shall be for 9 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%

- iii. For taxes levied in the third year of abatement: 70%
- iv. For taxes levied in the fourth year of abatement: 60%
- v. For taxes levied in the fifth year of abatement: 50%
- vi. For taxes levied in the sixth year of abatement: 40%
- vii. For taxes levied in the seventh year of abatement: 30%
- viii. For taxes levied in the eighth year of abatement: 20%
- ix. For taxes levied in the ninth year of abatement: 10%
- x. For taxes levied in the tenth year of abatement: 0%

f. **Tax Abatement: Knowledge-based Companies within the ICM Area.** The duration for tax abatement, within the **ICM Area** described above, shall be for 10 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 90%
- iii. For taxes levied in the third year of abatement: 80%
- iv. For taxes levied in the fourth year of abatement: 70%
- v. For taxes levied in the fifth year of abatement: 60%
- vi. For taxes levied in the sixth year of abatement: 40%
- vii. For taxes levied in the seventh year of abatement: 30%
- viii. For taxes levied in the eighth year of abatement: 20%
- ix. For taxes levied in the ninth year of abatement: 10%
- x. For taxes levied in the tenth year of abatement: 5%

g. **Tax Abatement: Industrial, Logistic(s) and Knowledge-based Companies Outside the ICM Area.** The duration for tax abatement, for projects described as *Outside the ICM Area* in the above, shall be for 5 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 70%
- iv. For taxes levied in the fourth year of abatement: 60%
- v. For taxes levied in the fifth year of abatement: 50%

h. **Job Creation: New or expanded Industrial or Logistic(s) Companies within ICM Area.** New Industrial or Logistic(s) Companies in the ICM Area must create a minimum of 20 full-time, permanent jobs. Industrial or Logistic(s) Companies in the **ICM Area** that are adding to the size of an existing building, as referenced above must create a minimum of 10 additional full-time permanent jobs. Industrial or Logistic(s) Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as

part of its abatement applications, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- i. ***Job Creation: New or expanded Knowledge-based Companies in the ICM Area.*** New or expanded Knowledge-based Companies in the **ICM Area** must create one job for every 250 square feet of office space created in conformance with the above. Said knowledge-based Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as part of its abatement application with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- j. ***Job Creation: New Industrial or Logistic(s) Companies Outside of the ICM Area.*** New Industrial or Logistic(s) Companies in areas outside of the ICM Area must create a minimum of 20 full-time permanent jobs. For Industrial and Logistic(s) Companies in areas outside of the ICM Area that are adding to the size of an existing building, as referenced above, must create a minimum of 10 additional full-time permanent jobs. Industrial or Logistic(s) Companies which are expanding shall provide the DeKalb county Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- k. ***Job Creation: New or expanded Knowledge-based Companies Outside of the ICM Area.*** New or expanded Knowledge-based Companies in areas outside the ICM Area must create one job for every 250 square feet of office space created in conformance with the above. Said Knowledge-based Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as part of its abatement application,

with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- I. **Wage Rates: Industrial or Logistic(s) Companies Inside or Outside the ICM Area.** Industrial or Logistic(s) Companies inside or outside of the ICM Area must pay an average of at least \$14 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.
- m. **Wage Rates: Knowledge-based Companies Inside or Outside ICM Area.** Knowledge-based Companies must pay an average wage of at least \$20 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.

B. **Town of Cortland** – That commencing on the effective date for any abatement approved for eligible property pursuant to the terms of this Agreement (which shall occur on during the term of this Agreement and no sooner than January 1, 2016), taxes on real property levied by the Town of Cortland shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as follows:

- a. **Property Tax Abatement Overall Condition.** In no event shall any abatement of taxes on any parcel exceed the amount of property taxes specifically attributable to the new equalized assessed value generated by the construction of the improvements or the renovation or rehabilitation or existing improvements on such parcel.
- b. **ICM Area Project Terms and Conditions.** DeKalb County Enterprise Zone property tax abatement shall be available for companies meeting the following criteria in the **ICM Area** and according to the following terms and conditions.
 - i. Logistics Companies shall construct a minimum of 100,000 square feet for new building construction or must add at least 50,000 square feet to the size of and existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - ii. Industrial Companies shall construct a minimum of 15,000 square feet for new building construction or must add at least 7,500 square feet to the size of an

existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.

- iii. Knowledge-based Companies shall construct a minimum of 10,000 square feet or new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
- iv. The abatements outlined in the ICM area above will be effective after the said rehabilitation, expansion or new construction has been completed and will begin at a time consistent with the Effective Date defined below

c. ***Non-ICM Area Project Terms and Conditions.*** DeKalb County Enterprise Zone property tax abatement shall be available for companies meeting the following criteria in areas outside of the ICM Area according to the following terms and conditions.

- i. Logistics Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
- ii. Industrial Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
- iii. Knowledge-based Companies shall construct a minimum of 10,000 square feet of new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
- iv. Effective date. The abatements outside the ICM will be effective after: 1) the abatement has been approved and an MOU has been executed and complied with; 2) the said rehabilitation, expansion or new construction has been completed; 3) the facility has been issued all required certificates of occupancy or permits and is operational in compliance herewith; 4) the new improvements have been fully assessed; and, 5) the recipient has satisfied all other applicable standards with regard to employment or other eligibility standards; but in no instance earlier than the first full tax year occurring after assessment of the new improvements. For any abatement to be effective, it must commence within two years of the date of execution of the MOU, unless such time period is extended by mutual agreement of the applicant, the Administrator (with the advice of the Advisory Board) and the Designating Units of Government within which the affected property is located; any abatement not taking effect within such period shall terminate.

d. **Tax Abatement: Logistics-based Companies within the ICM.** The duration for tax abatement within the **ICM Area** described above shall be for 9 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 50%
- iv. For taxes levied in the fourth year of abatement: 50%
- v. For taxes levied in the fifth year of abatement: 50%
- vi. For taxes levied in the sixth year of abatement: 40%
- vii. For taxes levied in the seventh year of abatement: 30%
- viii. For taxes levied in the eighth year of abatement: 20%
- ix. For taxes levied in the ninth year of abatement: 10%
- x. For taxes levied in the tenth year of abatement: 0%

e. **Tax Abatement: Industrial companies within the ICM Area.** The duration for tax abatement, within the **ICM Area** described above, shall be for 9 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 70%
- iv. For taxes levied in the fourth year of abatement: 60%
- v. For taxes levied in the fifth year of abatement: 50%
- vi. For taxes levied in the sixth year of abatement: 40%
- vii. For taxes levied in the seventh year of abatement: 30%
- viii. For taxes levied in the eighth year of abatement: 20%
- ix. For taxes levied in the ninth year of abatement: 10%
- x. For taxes levied in the tenth year of abatement: 0%

f. **Tax Abatement: Knowledge-based Companies within the ICM Area.** The duration for tax abatement, within the **ICM Area** described above, shall be for 10 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 90%
- iii. For taxes levied in the third year of abatement: 80%
- iv. For taxes levied in the fourth year of abatement: 70%

- v. For taxes levied in the fifth year of abatement: 60%
- vi. For taxes levied in the sixth year of abatement: 40%
- vii. For taxes levied in the seventh year of abatement: 30%
- viii. For taxes levied in the eighth year of abatement: 20%
- ix. For taxes levied in the ninth year of abatement: 10%
- x. For taxes levied in the tenth year of abatement: 5%

g. **Tax Abatement: Industrial, Logistic(s) and Knowledge-based Companies Outside the ICM Area.** The duration for tax abatement, for projects described as *Outside the ICM Area* in the above, shall be for 5 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 70%
- iv. For taxes levied in the fourth year of abatement: 60%
- v. For taxes levied in the fifth year of abatement: 50%

h. **Job Creation: New or expanded Industrial or Logistic(s) Companies within ICM Area.** New Industrial or Logistic(s) Companies in the ICM Area must create a minimum of 20 full-time, permanent jobs. Industrial or Logistic(s) Companies in the ICM Area that are adding to the size of an existing building, as referenced above must create a minimum of 10 additional full-time permanent jobs. Industrial or Logistic(s) Companies which are expanding shall provide the DeKalb county Enterprise Zone Administrator, as part of its abatement applications, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

i. **Job Creation: New or expanded Knowledge-based Companies in the ICM Area.** New or expanded Knowledge-based Companies in the ICM Area must create one job for every 250 square feet of office space created in conformance with the above. Said knowledge-based Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as part of its abatement application with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- j. **Job Creation: New Industrial or Logistic(s) Companies Outside of the ICM Area.** New Industrial or Logistic(s) Companies in areas outside of the ICM Area must create a minimum of 20 full-time permanent jobs. For Industrial and Logistic(s) Companies in areas outside of the ICM Area that are adding to the size of an existing building, as referenced above, must create a minimum of 10 additional full-time permanent jobs. Industrial or Logistic(s) Companies which are expanding shall provide the DeKalb county Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- k. **Job Creation: New or expanded Knowledge-based Companies Outside of the ICM Area.** New or expanded Knowledge-based Companies in areas outside the ICM Area must create one job for every 250 square feet of office space created in conformance with the above. Said Knowledge-based Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- l. **Wage Rates: Industrial or Logistic(s) Companies Inside or Outside the ICM Area.** Industrial or Logistic(s) Companies inside or outside of the ICM Area must pay an average of at least \$14 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for duration of its Enterprise Zone property tax abatement.
- m. **Wage Rates: Knowledge-based Companies Inside or Outside ICM Area.** Knowledge-based Companies must pay an average wage of at least \$20 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The

company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.

- C. **City of DeKalb** – That commencing on the effective date for any abatement approved for eligible property pursuant to the terms of this Agreement (which shall occur on during the term of this Agreement and no sooner than January 1, 2016), taxes on real property levied by the City of DeKalb shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as follows:
- a. ***Property Tax Abatement Overall Condition.*** In no event shall any abatement of taxes on any parcel exceed the amount of property taxes specifically attributable to the new equalized assessed value generated by the construction of the improvements or the renovation or rehabilitation or existing improvements on such parcel.
 - b. ***ICM Area Project Terms and Conditions.*** DeKalb County Enterprise Zone property tax abatement shall be available for companies meeting the following criteria in the **ICM Area** and according to the following terms and conditions.
 - i. Logistics Companies shall construct a minimum of 100,000 square feet for new building construction or must add at least 50,000 square feet to the size of and existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - ii. Industrial Companies shall construct a minimum of 15,000 square feet for new building construction or must add at least 7,500 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - iii. Knowledge-based Companies shall construct a minimum of 10,000 square feet or new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - iv. The abatements outlined in the ICM area above will be effective after the said rehabilitation, expansion or new construction has been completed and will begin at a time consistent with the Effective Date defined below
 - c. ***Non-ICM Area Project Terms and Conditions.*** DeKalb County Enterprise Zone property tax abatement shall be available for companies meeting the following criteria in areas outside of the ICM Area according to the following terms and conditions.
 - i. Logistics Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an

existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.

- ii. Industrial Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - iii. Knowledge-based Companies shall construct a minimum of 10,000 square feet of new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - iv. Effective date. The abatements outside the ICM will be effective after: 1) the abatement has been approved and an MOU has been executed and complied with; 2) the said rehabilitation, expansion or new construction has been completed; 3) the facility has been issued all required certificates of occupancy or permits and is operational in compliance herewith; 4) the new improvements have been fully assessed; and, 5) the recipient has satisfied all other applicable standards with regard to employment or other eligibility standards; but in no instance earlier than the first full tax year occurring after assessment of the new improvements. For any abatement to be effective, it must commence within two years of the date of execution of the MOU, unless such time period is extended by mutual agreement of the applicant, the Administrator (with the advice of the Advisory Board) and the Designating Units of Government within which the affected property is located; any abatement not taking effect within such period shall terminate.
- d. **Tax Abatement: Logistics-based Companies within the ICM.** The duration for tax abatement within the ICM Area described above shall be for 9 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:
- i. For taxes levied in the first year of abatement: 90%
 - ii. For taxes levied in the second year of abatement: 80%
 - iii. For taxes levied in the third year of abatement: 50%
 - iv. For taxes levied in the fourth year of abatement: 50%
 - v. For taxes levied in the fifth year of abatement: 50%
 - vi. For taxes levied in the sixth year of abatement: 40%
 - vii. For taxes levied in the seventh year of abatement: 30%
 - viii. For taxes levied in the eighth year of abatement: 20%
 - ix. For taxes levied in the ninth year of abatement: 10%
 - x. For taxes levied in the tenth year of abatement: 0%

e. **Tax Abatement: Industrial companies within the ICM Area.** The duration for tax abatement, within the **ICM Area** described above, shall be for 9 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 70%
- iv. For taxes levied in the fourth year of abatement: 60%
- v. For taxes levied in the fifth year of abatement: 50%
- vi. For taxes levied in the sixth year of abatement: 40%
- vii. For taxes levied in the seventh year of abatement: 30%
- viii. For taxes levied in the eighth year of abatement: 20%
- ix. For taxes levied in the ninth year of abatement: 10%
- x. For taxes levied in the tenth year of abatement: 0%

f. **Tax Abatement: Knowledge-based Companies within the ICM Area.** The duration for tax abatement, within the **ICM Area** described above, shall be for 10 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 90%
- iii. For taxes levied in the third year of abatement: 80%
- iv. For taxes levied in the fourth year of abatement: 70%
- v. For taxes levied in the fifth year of abatement: 60%
- vi. For taxes levied in the sixth year of abatement: 40%
- vii. For taxes levied in the seventh year of abatement: 30%
- viii. For taxes levied in the eighth year of abatement: 20%
- ix. For taxes levied in the ninth year of abatement: 10%
- x. For taxes levied in the tenth year of abatement: 5%

g. **Tax Abatement: Industrial, Logistic(s) and Knowledge-based Companies Outside the ICM Area.** The duration for tax abatement, for projects described as *Outside the ICM Area* in the above, shall be for 5 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 70%
- iv. For taxes levied in the fourth year of abatement: 60%

v. For taxes levied in the fifth year of abatement: 50%

- h. **Job Creation: New or expanded Industrial or Logistic(s) Companies within ICM Area.** New Industrial or Logistic(s) Companies in the ICM Area must create a minimum of 20 full-time, permanent jobs. Industrial or Logistic(s) Companies in the ICM Area that are adding to the size of an existing building, as referenced above must create a minimum of 10 additional full-time permanent jobs. Industrial or Logistic(s) Companies which are expanding shall provide the DeKalb county Enterprise Zone Administrator, as part of its abatement applications, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- i. **Job Creation: New or expanded Knowledge-based Companies in the ICM Area.** New or expanded Knowledge-based Companies in the ICM Area must create one job for every 250 square feet of office space created in conformance with the above. Said knowledge-based Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as part of its abatement application with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- j. **Job Creation: New Industrial or Logistic(s) Companies Outside of the ICM Area.** New Industrial or Logistic(s) Companies in areas outside of the ICM Area must create a minimum of 20 full-time permanent jobs. For Industrial and Logistic(s) Companies in areas outside of the ICM Area that are adding to the size of an existing building, as referenced above, must create a minimum of 10 additional full-time permanent jobs. Industrial or Logistic(s) Companies which are expanding shall provide the DeKalb county Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life

of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- k. **Job Creation: New or expanded Knowledge-based Companies Outside of the ICM Area.** New or expanded Knowledge-based Companies in areas outside the ICM Area must create one job for every 250 square feet of office space created in conformance with the above. Said Knowledge-based Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- l. **Wage Rates: Industrial or Logistic(s) Companies Inside or Outside the ICM Area.** Industrial or Logistic(s) Companies inside or outside of the ICM Area must pay an average of at least \$14 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.
- m. **Wage Rates: Knowledge-based Companies Inside or Outside ICM Area.** Knowledge-based Companies must pay an average wage of at least \$20 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.

D. **City of Genoa** – That commencing on the effective date for any abatement approved for eligible property pursuant to the terms of this Agreement (which shall occur on during the term of this Agreement and no sooner than January 1, 2016), taxes on real property levied by the City of Genoa shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as follows:

- a. **Property Tax Abatement Overall Condition.** In no event shall any abatement of taxes on any parcel exceed the amount of property taxes specifically attributable to the new equalized assessed value generated by the construction of the improvements or the renovation or rehabilitation or existing improvements on such parcel.
- b. **Non-ICM Area Project Terms and Conditions, including the CITY OF GENOA.** DeKalb County Enterprise Zone property tax abatement shall be available for companies meeting the following criteria in areas outside of the ICM Area according to the following terms and conditions.

- i. Logistics Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
- ii. Industrial Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
- iii. Knowledge-based Companies shall construct a minimum of 10,000 square feet of new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
- iv. Effective date. The abatements outside the ICM will be effective after the said rehabilitation, expansion or new construction has been completed and will begin at a time consistent with the Effective Date. The abatements will be effective after: 1) the abatement has been approved and an MOU has been executed and complied with; 2) the said rehabilitation, expansion or new construction has been completed; 3) the facility has been issued all required certificates of occupancy or permits and is operational in compliance herewith; 4) the new improvements have been fully assessed; and, 5) the recipient has satisfied all other applicable standards with regard to employment or other eligibility standards; but in no instance earlier than the first full tax year occurring after assessment of the new improvements. For any abatement to be effective, it must commence within two years of the date of execution of the MOU, unless such time period is extended by mutual agreement of the applicant, the Administrator (with the advice of the Advisory Board) and the Designating Units of Government within which the affected property is located; any abatement not taking effect within such period shall terminate.

c. ***Tax Abatement: Industrial, Logistic(s) and Knowledge-based Companies Outside the ICM Area, including the CITY OF GENOA.*** The duration for tax abatement, for projects described as *Outside the ICM Area* in the above, shall be for 5 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 70%
- iv. For taxes levied in the fourth year of abatement: 60%
- v. For taxes levied in the fifth year of abatement: 50%

- d. **Job Creation: New Industrial or Logistic(s) Companies Outside of the ICM Area, including the CITY OF GENOA.** New Industrial or Logistic(s) Companies in areas outside of the ICM Area must create a minimum of 20 full-time permanent jobs. For Industrial and Logistic(s) Companies in areas outside of the ICM Area that are adding to the size of an existing building, as referenced above, must create a minimum of 10 additional full-time permanent jobs. Industrial or Logistic(s) Companies which are expanding shall provide the DeKalb county Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- e. **Job Creation: New or expanded Knowledge-based Companies Outside of the ICM Area, including the CITY OF GENOA.** New or expanded Knowledge-based Companies in areas outside the ICM Area must create one job for every 250 square feet of office space created in conformance with the above. Said Knowledge-based Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- f. **Wage Rates: Industrial or Logistic(s) Companies Inside or Outside the ICM Area, including the CITY OF GENOA.** Industrial or Logistic(s) Companies inside or outside of the ICM Area must pay an average of at least \$14 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.
- g. **Wage Rates: Knowledge-based Companies Inside or Outside ICM Area, including the CITY OF GENOA.** Knowledge-based Companies must pay an average wage of at least \$20 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.

E. **City of Sandwich** – That commencing on the effective date for any abatement approved for eligible property pursuant to the terms of this Agreement (which shall occur on during the term of this Agreement and no sooner than January 1, 2016), taxes on real property levied by the City of Sandwich shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as follows:

- a. **Property Tax Abatement Overall Condition.** In no event shall any abatement of taxes on any parcel exceed the amount of property taxes specifically attributable to the new equalized assessed value generated by the construction of the improvements or the renovation or rehabilitation or existing improvements on such parcel.
- b. **Non-ICM Area Project Terms and Conditions, including the CITY OF SANDWICH.** DeKalb County Enterprise Zone property tax abatement shall be available for companies meeting the following criteria in areas outside of the ICM Area according to the following terms and conditions.
 - i. Logistics Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - ii. Industrial Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - iii. Knowledge-based Companies shall construct a minimum of 10,000 square feet of new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - iv. Effective date. The abatements outside the ICM will be effective after the said rehabilitation, expansion or new construction has been completed and will begin at a time consistent with the Effective Date. The abatements will be effective after: 1) the abatement has been approved and an MOU has been executed and complied with; 2) the said rehabilitation, expansion or new construction has been completed; 3) the facility has been issued all required certificates of occupancy or permits and is operational in compliance herewith; 4) the new improvements have been fully assessed; and, 5) the recipient has satisfied all other applicable standards with regard to employment or other eligibility standards; but in no instance earlier than the first full tax year occurring after assessment of the new improvements. For any abatement to be effective, it must commence within two years of the date of execution of the MOU, unless such time period is extended by mutual agreement of the applicant, the Administrator (with the advice of the

Advisory Board) and the Designating Units of Government within which the affected property is located; any abatement not taking effect within such period shall terminate.

c. **Tax Abatement: Industrial, Logistic(s) and Knowledge-based Companies Outside the ICM Area, including the CITY OF SANDWICH.** The duration for tax abatement, for projects described as *Outside the ICM Area* in the above, shall be for 5 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 70%
- iv. For taxes levied in the fourth year of abatement: 60%
- v. For taxes levied in the fifth year of abatement: 50%

d. **Job Creation: New Industrial or Logistic(s) Companies Outside of the ICM Area, including the CITY OF SANDWICH.** New Industrial or Logistic(s) Companies in areas outside of the ICM Area must create a minimum of 20 full-time permanent jobs. For Industrial and Logistic(s) Companies in areas outside of the ICM Area that are adding to the size of an existing building, as referenced above, must create a minimum of 10 additional full-time permanent jobs. Industrial or Logistic(s) Companies which are expanding shall provide the DeKalb county Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

e. **Job Creation: New or expanded Knowledge-based Companies Outside of the ICM Area, including the CITY OF SANDWICH.** New or expanded Knowledge-based Companies in areas outside the ICM Area must create one job for every 250 square feet of office space created in conformance with the above. Said Knowledge-based Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- f. **Wage Rates: Industrial or Logistic(s) Companies Inside or Outside the ICM Area, including the CITY OF SANDWICH.** Industrial or Logistic(s) Companies inside or outside of the ICM Area must pay an average of at least \$14 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.
- g. **Wage Rates: Knowledge-based Companies Inside or Outside ICM Area, including the CITY OF SANDWICH.** Knowledge-based Companies must pay an average wage of at least \$20 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.

F. **City of Sycamore** – That commencing on the effective date for any abatement approved for eligible property pursuant to the terms of this Agreement (which shall occur on during the term of this Agreement and no sooner than January 1, 2016), taxes on real property levied by the City of Sycamore shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as follows:

- a. **Property Tax Abatement Overall Condition.** In no event shall any abatement of taxes on any parcel exceed the amount of property taxes specifically attributable to the new equalized assessed value generated by the construction of the improvements or the renovation or rehabilitation or existing improvements on such parcel.
- b. **Non-ICM Area Project Terms and Conditions, including the CITY OF SYCAMORE.** DeKalb County Enterprise Zone property tax abatement shall be available for companies meeting the following criteria in areas outside of the ICM Area according to the following terms and conditions.
 - i. Logistics Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - ii. Industrial Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.

- iii. Knowledge-based Companies shall construct a minimum of 10,000 square feet of new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
- iv. Effective date. The abatements outside the ICM will be effective after the said rehabilitation, expansion or new construction has been completed and will begin at a time consistent with the Effective Date. The abatements will be effective after: 1) the abatement has been approved and an MOU has been executed and complied with; 2) the said rehabilitation, expansion or new construction has been completed; 3) the facility has been issued all required certificates of occupancy or permits and is operational in compliance herewith; 4) the new improvements have been fully assessed; and, 5) the recipient has satisfied all other applicable standards with regard to employment or other eligibility standards; but in no instance earlier than the first full tax year occurring after assessment of the new improvements. For any abatement to be effective, it must commence within two years of the date of execution of the MOU, unless such time period is extended by mutual agreement of the applicant, the Administrator (with the advice of the Advisory Board) and the Designating Units of Government within which the affected property is located; any abatement not taking effect within such period shall terminate.

c. **Tax Abatement: Industrial, Logistic(s) and Knowledge-based Companies Outside the ICM Area, including the CITY OF SYCAMORE.** The duration for tax abatement, for projects described as *Outside the ICM Area* in the above, shall be for 5 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 70%
- iv. For taxes levied in the fourth year of abatement: 60%
- v. For taxes levied in the fifth year of abatement: 50%

d. **Job Creation: New Industrial or Logistic(s) Companies Outside of the ICM Area, including the CITY OF SYCAMORE.** New Industrial or Logistic(s) Companies in areas outside of the ICM Area must create a minimum of 20 full-time permanent jobs. For Industrial and Logistic(s) Companies in areas outside of the ICM Area that are adding to the size of an existing building, as referenced above, must create a minimum of 10 additional full-time permanent jobs. Industrial or Logistic(s) Companies which are expanding shall provide the DeKalb county Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject

property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- e. **Job Creation: New or expanded Knowledge-based Companies Outside of the ICM Area, including the CITY OF SYCAMORE.** New or expanded Knowledge-based Companies in areas outside the ICM Area must create one job for every 250 square feet of office space created in conformance with the above. Said Knowledge-based Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- f. **Wage Rates: Industrial or Logistic(s) Companies Inside or Outside the ICM Area, including the CITY OF SYCAMORE.** Industrial or Logistic(s) Companies inside or outside of the ICM Area must pay an average of at least \$14 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.
- g. **Wage Rates: Knowledge-based Companies Inside or Outside ICM Area, including the CITY OF SYCAMORE.** Knowledge-based Companies must pay an average wage of at least \$20 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.

G. **Village of Waterman** – That commencing on the effective date for any abatement approved for eligible property pursuant to the terms of this Agreement (which shall occur on during the term of this Agreement and no sooner than January 1, 2016), taxes on real property levied by the Village of Waterman shall be abated on property located within the boundary of the Enterprise Zone, as certified by the Department, and upon which new improvements have been constructed as follows:

- a. **Property Tax Abatement Overall Condition.** In no event shall any abatement of taxes on any parcel exceed the amount of property taxes specifically attributable to the new

equalized assessed value generated by the construction of the improvements or the renovation or rehabilitation or existing improvements on such parcel.

- b. ***Non-ICM Area Project Terms and Conditions, including the VILLAGE OF WATERMAN.*** DeKalb County Enterprise Zone property tax abatement shall be available for companies meeting the following criteria in areas outside of the ICM Area according to the following terms and conditions.
- i. Logistics Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - ii. Industrial Companies shall construct a minimum of 10,000 square feet for new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - iii. Knowledge-based Companies shall construct a minimum of 10,000 square feet of new building construction or must add at least 5,000 square feet to the size of an existing building. Abatement shall only apply to the increased assessed valuation attributable to said new construction or to said addition.
 - iv. Effective date. The abatements outside the ICM will be effective after the said rehabilitation, expansion or new construction has been completed and will begin at a time consistent with the Effective Date. The abatements will be effective after: 1) the abatement has been approved and an MOU has been executed and complied with; 2) the said rehabilitation, expansion or new construction has been completed; 3) the facility has been issued all required certificates of occupancy or permits and is operational in compliance herewith; 4) the new improvements have been fully assessed; and, 5) the recipient has satisfied all other applicable standards with regard to employment or other eligibility standards; but in no instance earlier than the first full tax year occurring after assessment of the new improvements. For any abatement to be effective, it must commence within two years of the date of execution of the MOU, unless such time period is extended by mutual agreement of the applicant, the Administrator (with the advice of the Advisory Board) and the Designating Units of Government within which the affected property is located; any abatement not taking effect within such period shall terminate.
- c. ***Tax Abatement: Industrial, Logistic(s) and Knowledge-based Companies Outside the ICM Area, including the VILLAGE OF WATERMAN.*** The duration for tax abatement, for projects described as *Outside the ICM Area* in the above, shall be for 5 years or until the expiration, termination or decertification of the DeKalb County Enterprise Zone or the termination of the abatement based upon non-compliance with

this Agreement or the MOU, whichever is sooner. The following abatement schedule shall be followed:

- i. For taxes levied in the first year of abatement: 90%
- ii. For taxes levied in the second year of abatement: 80%
- iii. For taxes levied in the third year of abatement: 70%
- iv. For taxes levied in the fourth year of abatement: 60%
- v. For taxes levied in the fifth year of abatement: 50%

- d. **Job Creation: New Industrial or Logistic(s) Companies Outside of the ICM Area, including the VILLAGE OF WATERMAN.** New Industrial or Logistic(s) Companies in areas outside of the ICM Area must create a minimum of 20 full-time permanent jobs. For Industrial and Logistic(s) Companies in areas outside of the ICM Area that are adding to the size of an existing building, as referenced above, must create a minimum of 10 additional full-time permanent jobs. Industrial or Logistic(s) Companies which are expanding shall provide the DeKalb county Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- e. **Job Creation: New or expanded Knowledge-based Companies Outside of the ICM Area, including the VILLAGE OF WATERMAN.** New or expanded Knowledge-based Companies in areas outside the ICM Area must create one job for every 250 square feet of office space created in conformance with the above. Said Knowledge-based Companies which are expanding shall provide the DeKalb County Enterprise Zone Administrator, as part of its abatement application, with an affidavit in form and content acceptable to the Administrator delineating the number of existing employees employed at the subject property, whether they are full or part-time, and other information required in compliance with this Agreement or the Act.

The aforementioned employment thresholds shall be achieved within two years of the date of the execution of the MOU and said thresholds must be maintained over the life of the abatement, or the abatement shall be reduced, suspended or terminated in compliance herewith.

- f. **Wage Rates: Industrial or Logistic(s) Companies Inside or Outside the ICM Area, including the VILLAGE OF WATERMAN.** Industrial or Logistic(s) Companies inside or outside of the ICM Area must pay an average of at least \$14 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company

shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.

- g. **Wage Rates: Knowledge-based Companies Inside or Outside ICM Area, including the VILLAGE OF WATERMAN.** Knowledge-based Companies must pay an average wage of at least \$20 per hour at the subject property as a starting wage with no job paying less than \$11 per hour. The company shall maintain this wage rate for the duration of its Enterprise Zone property tax abatement.

H. **State-Required Benefits.** Each of the Designating Taxing Districts shall also participate in the state-required waiver of state and local sales tax on construction materials for qualified Enterprise Zone projects.

I. **Abatement Performance Monitoring Process.** Entities meeting abatement qualification criteria outlined above must enter into a Memorandum of Understanding with the DeKalb County Enterprise Zone Administrator. The MOU must outline projected job creation and/or job retention, wage rates and capital investment for the eligible Industrial, Logistics and Knowledge-based projects. The said Administrator is hereby authorized to enter into such agreements on behalf of the DeKalb County Enterprise Zone and the participating taxing bodies, consistent with the terms of this Agreement.

- a. Entities receiving property tax abatement for eligible Industrial, Logistics and Knowledge-based projects as described above agree to maintain a minimum of 95% of the employment level at that location, as described in the MOU, for the term of the abatement.

Should full-time permanent employment levels drop to between 95% and 50% of the project employment level agreed to at that location, as described in the MOU, a pro-rata reduction of the applicable abatement will be implemented for the next tax year, continuing until the first full tax year in which employment levels return to the levels agreed to in the MOU.

Should full-time permanent employment levels drop below 50 percent of the project employment level agreed to at that location, as described in the MOU, abatement shall be suspended for that tax year and subsequently until the first full tax year in which employment levels return to the agreed levels in the MOU. Such suspension of abatement benefits shall not toll the total abatement period or result in an extension of the abatement period contemplated herein.

At the discretion of the Enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board and the Parties to this Agreement within whose territory the abated property is located, failure to maintain a minimum of 50% of the employment levels during the agreement period may result in the immediate termination of remaining abatement and/or the pro-rata repayment of previously abated real property taxes to the applicable taxing districts.

- b. The Administrator of the DeKalb County Enterprise Zone will annually monitor the performance of the eligible recipients of property tax abatement in order to ensure that job, wage and investment projections outlined in the MOU are being met, and shall confirm such compliance through the use of annual affidavits in form and content acceptable to the Administrator, to be filed not later than September 1 of each year.
- c. The Administrator of the DeKalb County Enterprise Zone, with advice and consent of the Enterprise Zone Advisory Board and the Parties to this agreement within which an abated property is located, may elect to waive enforcement of any performance measures outlined in the MOU based on a finding that the waiver is necessary to avert an imminent, demonstrable and material hardship to the entity that may result in such entity's insolvency or discharge of workers.
- d. Upon the effective date of this ordinance, all incentives, general abatements and benefits previously offered and in effect within the boundaries of the County of DeKalb shall continue for the term of the newly designated DeKalb County Enterprise Zone for the following groups:
 - i. Business enterprises which are receiving general property tax abatement benefits or incentives within the jurisdictions of the parties to this agreement on the effective date of said Agreements;
 - ii. Business enterprises or expansions which are proposed or under development on the effective date of this Intergovernmental Agreement, if the business enterprise demonstrates that the proposed business enterprise or expansion has been committed to locating or expanding in the Zone;
 - iii. Substantial or binding financial obligations have been made, and such commitments have been made in reasonable reliance on the benefits and programs which would have previously been available as described in Sections d.i and d.ii above;
 - iv. Other projects for which a Party (or other affected governmental entity) elects to not terminate incentives or abatements, or other projects to which the Party or other governmental entity determines to extend other forms of incentives, abatements or benefits.

SECTION IV – ENTERPRISE ZONE ADVISORY BOARD

- A. Duties. The Enterprise Zone Advisory Board will perform the following duties with respect to the Enterprise Zone:

- a. Implement and monitor established goals and objectives, and recommend updates to goals and objectives for consideration and adoption by the Parties.
- b. Establish procedures for the operation and management of the Zone consistent with the terms of this Agreement, including appeals processes, and recommendations and advice on policies for the operation and management of the Zone and the administration and enforcement of the Ordinance, for consideration and adoption by the Parties, with such adoption requiring the consent of a majority of the Parties.
- c. Report to the County of DeKalb, the Town of Cortland, the City of DeKalb, the City of Genoa, the City of Sandwich, the City of Sycamore, the Village of Waterman and other participating taxing bodies, on an annual basis with respect to Zone activities, performance, policies and procedures.
- d. Prepare and distribute to the Cities, Town, Village, County and participating taxing bodies an annual report for the Zone.
- e. Develop and implement a marketing program to inform local businesses and industries, as well as out of town prospects, about the Zone and its incentive programs.
- f. Coordinate Enterprise Zone programs and activities with the various other planning, economic development and community development entities in the area.
- g. Provide the necessary reporting data to the Illinois Department of Commerce and Economic Opportunity and the Illinois Department of Revenue.
- h. Perform other functions and duties as may be stipulated by future amendments to the Agreement by the Parties above or by the Act, consistent with the terms and limitations of this Agreement.
- i. Perform all duties and obligations in a neutral fashion, based upon objective criteria uniformly applied to all properties and to all Parties or applicants.

B. Membership. The Enterprise Zone Advisory Board shall be comprised of the Executive Committee of the Board of Directors of the EDC and the Executive Director of the EDC in his capacity as DeKalb County Enterprise Zone Administrator. Representatives of the Designating Units of Government and Representatives of Taxing Bodies participating in the DeKalb County Enterprise Zone Property Tax Abatement Program who do not currently serve on the EDC Executive Committee will be ex-officio, non-voting member of the Advisory Board. In the event that the County or EDC elect to terminate the Administration Agreement, the Parties shall cooperate in good faith to approve a new Zone Administrator and Administration Board that is acceptable to at least six out of seven of the Parties, to approve a new Administration Agreement that is acceptable to at least six out of seven of the Parties, and to approve an amendment to this Agreement consistent with the Parties' agreement. The membership composition of the Advisory Board and the mechanism for selection of members of the

Advisory Board shall not change without the approval of at least six out of seven of the Parties to this Agreement.

- C. Terms of Membership. The terms of membership for Zone Advisory Board members shall be as follows.

DeKalb County Zone Advisory Board members shall serve during their respective terms on the EDC Board of Directors. In the case of elected officials, their term on the advisory Board will be the same as their respective term in office. In the case of Taxing Body Representatives, their term will be for the duration of their employment in their position at said Taxing Body or until their organization desires to replace them.

- D. Elections. The DeKalb County Enterprise Zone Advisory Board shall have the same officer designations as the Executive Committee of the Board of Directors of the EDC. These positions are elected on an annual basis during the EDC Annual meeting and are titled President, Vice President and Secretary/Treasurer. Each member shall have one vote for election purposes and for any and all matters upon which the board must vote, except the President, who shall only vote in the case of a ties. A simple majority of the membership of the DeKalb county Enterprise Zone Advisory Board present and accounted for at any meeting shall constitute a quorum. A simple majority of the voting members present at any meeting (assuming quorum is achieved) shall be required for action upon any item brought before the Board for a vote.

- E. Compensation. DeKalb County Enterprise Zone Advisory Board members shall serve without compensation.

- F. Staff. The DeKalb County Enterprise Zone Administrator shall serve as advisor and staff to the DeKalb County Enterprise Zone Advisory Board in order to assist in carrying out its functions and duties.

- G. Conflict of Interest. Any voting member of the Enterprise Zone Advisory Board who has a direct or an implied conflict of interest must refrain from discussion of such matters with members of the Advisory Board and must abstain from voting on matters before the Advisory Board and their abstention will be recorded in the minutes of the Board.

SECTION V: ENTERPRISE ZONE ADMINISTRATOR

- A. Zone Administrator: The parties to this Intergovernmental Agreement find and concur that the Executive Director of the DeKalb County Economic Development Corporation shall be the DeKalb County Enterprise Zone Administrator as previously agreed in the County of DeKalb Resolution regarding DeKalb County Enterprise Zone Administration.

- B. Duties and Responsibilities. The duties and responsibilities of the DeKalb County Enterprise Zone Administrator shall be as follows:

- a. Administration. The Zone Administrator shall administer and enforce the Ordinance, and operate and manage the Zone, consistent with the terms and limitations of this Agreement. All appeals from any decisions or determination of the Zone Administrator shall be taken to the Zone Advisory Board for final resolution.
- b. Records. The Zone Administrator shall maintain records associated with Zone activities and projects and necessary to the preparation of reports required by the State of Illinois and the state Zone Advisory Board. Such records shall be available for public inspection pursuant to applicable law, and shall be available for inspection and review by the Parties, in their entirety, upon request. A copy of any documents relating to an application for Enterprise Zone benefits or verification of eligibility for the same shall be provided to each Party to this Agreement within which a proposed or active incentive exists. Further, to the extent that any of the Parties to this Agreement are subject to Freedom of Information Act requests for documents which the Parties would be required to produce and which are in the custody of the Zone Administrator, the Zone Administrator shall provide such documentation to the Parties within a time period as to permit the Parties to comply with their obligations under that Act.
- c. Report Preparation. The Zone Administrator shall prepare all reports required by the State of Illinois and its affected agencies. A copy of all such reports shall be provided to each of the Parties.
- d. Advisor and Staff to the Enterprise Zone Advisory Board. The Zone Administrator shall serve as advisor and staff to the Zone Advisory Board and as advisor to the Parties to this Agreement.
- e. The Zone Administrator shall initiate and enforce all DeKalb County Enterprise Zone property tax abatement Memorandums of Understanding between eligible taxpayers and said Administrator as outlined above. Any of the Parties to this Agreement may also enforce the terms of an MOU for any property within their respective corporate limits, in the event that the Zone Administrator fails or refuses to do so.
- f. Perform all duties and obligations in a neutral fashion, based upon objective criteria uniformly applied to all properties and to all Parties or applicants.

SECTION VI – ZONE MANAGEMENT COSTS AND OPERATION

- A. Staff salary and fringe benefits of the Zone Administrator shall be determined and paid by the DeKalb County Economic Development Corporation as a part of his or her responsibilities as Executive Director.
- B. Operating expenses for the administration of the Zone shall be paid by the EDC out of EDC operating funds and/or administration charges imposed consistent with the terms of this

Agreement; the Parties shall have no obligation or liability to make further contributions to the EDC. Operating expenses for the administration of the Zone may include, but are not limited to:

- a. Expenses related to promoting the Zone, e.g. brochure production and dissemination, television and newspaper advertising or other electronic marketing, workshops, presentations and travel.
- b. Clerical, copying, printing, postage and minor equipment expenses associated with Zone Advisory Board meetings, activities of the Zone Advisory Board and reporting to the State of Illinois and the Parties.

SECTION VII – ADMINISTRATOR SUCCESSION PROCESS. The agreement between the County of DeKalb, on its own behalf and on behalf of the Designating Units of Governments, and the EDC, by which the EDC shall contract to act in the various capacities previously set forth herein, is expected to contain a provision authorizing the termination of said agreement, without cause, by either party upon notice to the other. In the event that the County of DeKalb or the EDC elects such a termination prior to the expiration of this Intergovernmental Agreement, said termination shall not under any circumstances be construed as terminating this agreement. The parties to the agreement expressly agree that in that circumstance, this agreement shall remain in full force and effect and the parties hereto agree that they shall, in that event, negotiate an amendment to this Agreement on terms and conditions acceptable to at least six out of seven of the Parties, identifying the entity anticipated to take over the duties of the EDC with regard to the Zone and creating a means or mechanism for the election of a Zone Advisory Board and a Zone Administrator.

SECTION VIII – NO TAX LEVY OBJECTION. Taxpayers receiving DeKalb County Enterprise Zone property tax abatement under the terms and conditions of above must agree that they shall not file an objection to the real estate property taxes levied on the Site and/or Facilities. In the event any real estate property tax protest or objection is filed for the subject property, the Enterprise Zone property tax abatement for the subject property shall automatically terminate. In the event a real estate property tax protest is successful relative to any tax year originally contemplated under the terms of the relevant MOU to be within the term of an approved abatement, the party pursuing such tax protest shall be responsible for a refund of all sums previously abated pursuant to the MOU.

SECTION IX – NO ASSIGNMENT OR TRANSFER. DeKalb County Enterprise zone property tax abatement shall be specifically granted to the applicant and may not be assigned to or transferred without the written consent of the DeKalb County enterprise Zone Administrator, with the advice and consent of the Enterprise Zone Advisory Board and the respective Parties to this Agreement within which the property subject to the abatement is located. In the event that the applicant desires to transfer or assign any or all of its ownership of the subject property where the business located thereon, the transferee shall submit a written request to the DeKalb County Enterprise Zone Administrator requesting transfer of the abatement to the new owner for the time remaining on the abatement.

The DeKalb County Enterprise Zone Administrator, with the advice and consent of the enterprise Zone Advisory Board and the respective Parties to this Agreement within which the property subject to the abatement is located, shall review the taxpayer's request to transfer said abatement, and determine the taxpayer's eligibility for such transfer, subject to the terms and conditions outlined above and the applicable MOU.

SECTION X – TAX INCREMENT FINANCING DISTRICT OR REDEVELOPMENT AREA

OVERLAY. In the event that a Tax Increment Financing (TIF) District or redevelopment district or project area (20 ILCS 655/5.4.1) is, will be, or has been created by a municipality under Division 74.4 of the Illinois Municipal Code, and said redevelopment project area contains property that is located in an enterprise zone, and the municipality adopts an enterprise zone designating ordinance pursuant to Section 5.4 of the Act specifically concerning the abatement of taxes on property, as above, located within a redevelopment project area created pursuant to Division 74.4 of the Illinois Municipal Code, and the Department certifies the Ordinance, then the property that is located in both the enterprise zone and the redevelopment project area shall not be eligible for the abatement of taxes under Section 18-170 of the Illinois Property Tax Code.

SECTION XI – LOCAL SOURCING STATEMENT. The Designating Units of Government encourage companies receiving Enterprise Zone benefits, as provided herein, to utilize local labor and to purchase building materials locally.

SECTION XII – EFFECTIVE DATE. This Agreement shall be in effect from the date of and after its passage, approval and recording and upon certification of the new Enterprise Zone designation by the Illinois Department of Commerce and Economic Opportunity, according to law. Failure to receive certification of the Zone by the Department will render this Agreement null and void.

SECTION XIII – COMPLIANCE WITH OTHER LAWS. Neither the passage of this Agreement nor the establishment of an Enterprise Zone shall excuse compliance with the then-current version of any other applicable laws, ordinances or regulations, unless expressly superseded by the Agreement or the Enterprise Zone Act. Any development undertaken pursuant to the creation of the Enterprise Zone shall be performed in full compliance with all applicable laws and processes. The Parties acknowledge that while the Act contemplates the potential for expansive Enterprise Zone incentives and benefits, the Parties have agreed to limit the scope of incentives available under this Agreement to those benefits which are expressly defined herein, subject to the restrictions contemplated herein, and further acknowledge that the Parties have not approved other incentives, relief from any applicable zoning processes or requirements, or waivers of other fees, charges or obligations; each of the Parties reserves all of its rights and authority under local or state law, unless expressly limited herein.

SECTION XIV – REASONABLE ACTION. For matters related to the operation, amendment or modification of the DeKalb County Enterprise Zone which will result in job creation, retention or capital investment within the boundaries or proposed boundaries of the Zone that, by statute, require the approval of the Designating Units of Government, the parties of this Intergovernmental Agreement stipulate and concur that said approval shall not be unreasonably withheld by any of said Designating Units of Government.

This agreement is made as of the year and day first above written.

City of DeKalb

By: _____
Mayor

County of DeKalb

By: _____
County Board Chairman

Town of Cortland

By: _____
Mayor

City of Genoa

By: _____
Mayor

City of Sandwich

By: _____
Mayor

City of Sycamore

By: _____
Mayor

Village of Waterman

By: _____
Mayor

EXHIBIT "A"

DeKalb County Enterprise Zone Legal Description

The DeKalb County Enterprise Zone lying within the Corporate Limits of the City of Genoa that falls within Sections 19, 20, 29 & 30, Township 42 North, Range 5 East of the Third Principal Meridian and also within Section 24, Township 42 North, Range 4 East of the Third Principal Meridian and parts of Sections 29 & 30, Township 42 North, Range 5 East of the Third Principal Meridian lying outside of the Corporate Limits of the City of Genoa.

The DeKalb County Enterprise Zone lying within a 3 foot wide strip beginning at the intersection of Derby Line Road and the centerline of Illinois State Route 23, thence South along said centerline to the intersection of the North line of Northgate Drive, falling in Sections 31 & 32, Township 42 North, Range 5 East of the Third Principal Meridian and also within Sections 4, 5, 8, 9, 16, 17, 20 & 21, Township 41 North, Range 5 East of the Third Principal Meridian;

The DeKalb County Enterprise Zone lying within the Corporate Limits of the City of Sycamore that falls within Sections 20, 21, 28, 29, 31, 32 & 33, Township 41 North, Range 5 East of the Third Principal Meridian and Sections 1 & 12, Township 40 North, Range 4 East of the Third Principal Meridian and Sections 5, 6 & 7, Township 40 North, Range 5 East of the Third Principal Meridian;

The DeKalb County Enterprise Zone lying within the Corporate Limits of the City of DeKalb that falls within Sections 10, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 34, 35 & 36, Township 40 North, Range 5 East of the Third Principal Meridian; and Sections 7, 8, 18, 17 & 19, Township 40 North, Range 5 East of the Third Principal Meridian and Section 3, Township 39 North, Range 3 East of the Third Principal Meridian;

The DeKalb County Enterprise Zone lying within the Corporate Limits of the Town of Cortland that falls within Sections 17, 20, 27, 28, 29 & 30, Township 40 North, Range 5 East of the Principal Meridian;

and also parts of Sections 21, 29, 31 & 32, Township 41 North, Range 5 East of the Third Principal Meridian and Sections 5, 6, 7, 8, 17, 18, 19, 20, 28, 29, 30 & 31, Township 40 North, Range 5 East of the Third Principal Meridian and Sections 9, 10, 12, 13, 15, 16, 24, 25, 26, 27, 28, 33, 34 & 36, Township 40 North, Range 4 East of the Third Principal Meridian lying outside of the Corporate Limits of the City of Sycamore, City of DeKalb & Town of Cortland.

The DeKalb County Enterprise Zone lying within a 3 foot wide strip, beginning at the intersection of Gurler Rd & the centerline of Illinois State Route 23, thence South along said centerline to the intersection of the North line of Garfield Street, falling within Sections 2, 3, 10, 11, 14, 15, 22, 23, 26, 27, 34 & 35, Township 38 North, Range 4 East of the Third Principal Meridian, and Sections 2, 3, 10, 11, 13 & 14 Township 37 North, Range 4 East of the Third Principal Meridian;

The DeKalb County Enterprise Zone lying within the Corporate Limits of the Village of Waterman that falls within Sections 14, 15 & 16, Township 38 North, Range 4 East of the Third Principal Meridian; and Sections 14 & 16, Township 38 North, Range 4 East of the Third Principal Meridian lying outside of the Corporate Limits of the Village of Waterman.

The DeKalb County Enterprise Zone lying within a 3 foot wide strip, beginning at the intersection of Preserve Road and the centerline of Illinois State Route 23, thence South along said centerline to the intersection of Pine Road, thence East along the centerline of Pine Road to the intersection of Somonauk Road, thence South along the centerline of Somonauk Road to the intersection of Pratt Road, thence East along the centerline of Pratt Road to the intersection of Latham Street, thence South along the centerline of Latham Street to the intersection of Sandhurst Drive lying within Sections 22, 23, 26, 27, 34 & 35, Township 38 North, Range 4 East of the Third Principal Meridian and Sections 2, 3, 10, 11, 13, 14, 15, 23 & 24, Township 37 North, Range 4 East of the Third Principal Meridian and within Sections 15, 16, 17, 18, 19, 20, 21, 22, 23 & 24, Township 37 North, Range 5 East of the Third Principal Meridian;

The DeKalb County Enterprise Zone lying within the Corporate Limits of the City of Sandwich that falls within Sections 25, 26, 34, 35 & 36, Township 37 North, Range 5 East of the Third Principal Meridian and also parts of Sections 34 & 35, Township 37 North, Range 5 East of the Third Principal Meridian lying outside of the Corporate Limits of the City of Sandwich;

all situated in DeKalb County, Illinois

**DeKalb County Enterprise Zone
Parcel Numbers within Legal Description Boundaries**

<u>Kingston Twp</u>	0319382002	0319455016	0320358015	0329155004	0621100016	0629300029
0224450002	0319382003	0319455017	0320359001	0329300018	0621154001	0629300037
0224451015	0319382004	0319455018	0320359003	0329300018	0621154002	0629300038
0224476002	0319382005	0319455021	0320359010	0329300023	0621154003	0629300039
0224476004	0319406003	0319457001	0320359011	0329300024	0621154004	0629300041
0224476009	0319430007	0319457002	0320359012	0329300031	0621155001	0629300042
	0319431001	0319457003	0320359013	0329300032	0621155002	0629300044
<u>Genoa Twp</u>	0319431002	0319457004	0320359014	0329504001	0621155003	0629426007
0319308001	0319431003	0319457005	0320359015	0330180001	0621156001	0629427001
0319308002	0319451002	0319458001	0320359016	0330180002	0621156002	0629427002
0319353001	0319451004	0319458002	0320360002	0330180003	0621300012	0629427003
0319353002	0319451005	0319458003	0320360003	0330180004	0621300028	0629427004
0319353003	0319451016	0319458004	0329101007	0330180017	0621300030	0629451001
0319353004	0319451017	0319458005	0329101009	0330252001	0621300032	0629451003
0319353005	0319451018	0319458014	0329102026	0330253017	0621300037	0629451038
0319355003	0319451019	0319458015	0329102027	0330254001	0621300038	0629451039
0319355004	0319451020	0319460012	0329104014	0330254002	0621300039	0629451040
0319377001	0319451023	0319460024	0329104015	0330254003	0621300040	0629451041
0319378001	0319451024	0319460025	0329104016	0330254004	0621300041	0629477004
0319378002	0319452004	0319476001	0329104017	0330255001	0621300042	0629477005
0319378003	0319452007	0319476002	0329104019	0330276002	0621300043	0631201005
0319378006	0319452008	0319476003	0329126003	0330276007	0621300044	0631226002
0319379001	0319452009	0319476004	0329151004	0330276009	0621300045	0631226005
0319379002	0319454001	0319476006	0329151006	0330276010	0621300046	0631226006
0319379006	0319454004	0319476007	0329152005	0330276011	0621300047	0631226007
0319379007	0319454005	0319476008	0329152007	0330276014	0621300048	0631226008
0319379008	0319454006	0319476009	0329152008	0330277001	0621300050	0631226009
0319379009	0319454007	0319476010	0329152009	0330400017	0621300051	0631226010
0319379010	0319454008	0319477001	0329152010	0330400023	0621300054	0631226011
0319379011	0319454010	0319486004	0329152011	0330400024	0621300055	0631226015
0319379012	0319454011	0319503001	0329152012	0330400033	0621352008	0631226016
0319379013	0319454012	0319503004	0329152013	0330400034	0621352009	0631251008
0319379014	0319454013	0319503005	0329152014	0330400035	0621352010	0631277008
0319380003	0319454014	0319504001	0329152015	0330477007	0621352011	0631300013
0319380013	0319454015	0320301001	0329153001	0330504002	0628426016	0631327017
0319380014	0319454016	0320303002	0329153002		0628426017	0631330001
0319380016	0319454017	0320303004	0329153003	<u>Sycamore Twp</u>	0629300013	0631330002
0319380017	0319454018	0320356015	0329153004	0620300029	0629300015	0631330003
0319381003	0319454019	0320356016	0329153005	0620400029	0629300016	0631330004
0319381004	0319454022	0320356017	0329154001	0620400030	0629300019	0631451019
0319381005	0319455006	0320357020	0329154002	0620400031	0629300023	0632101001
0319381006	0319455007	0320357021	0329154003	0620481001	0629300025	0632102001
0319381011	0319455010	0320357022	0329154004	0620481002	0629300027	0632103015
0319382001	0319455015	0320358011	0329155003	0621100014	0629300028	0632103016

**DeKalb County Enterprise Zone
Parcel Numbers within Legal Description Boundaries**

0632103037	0632201016	0632227006	0632255050	0632259012	0632330008	0632404007
0632103038	0632201019	0632227007	0632255051	0632259020	0632330009	0632427001
0632103039	0632201025	0632227011	0632255052	0632259021	0632330010	0632427002
0632103040	0632201026	0632227012	0632255052	0632259022	0632330011	0632427003
0632103041	0632201030	0632227017	0632255053	0632259023	0632330014	0632428005
0632126001	0632203001	0632227026	0632255053	0632259024	0632330015	0632428006
0632126002	0632203002	0632227027	0632255054	0632260003	0632330016	0632428014
0632126003	0632203003	0632227029	0632255055	0632260004	0632330017	0632428015
0632128002	0632203004	0632227030	0632255056	0632260005	0632331004	0632428016
0632128003	0632203005	0632227031	0632255057	0632260006	0632331006	0632428017
0632128004	0632203006	0632228001	0632255058	0632260007	0632331007	0632428018
0632128011	0632203007	0632228004	0632255059	0632260009	0632331023	0632428019
0632128012	0632203008	0632228005	0632255060	0632260010	0632331026	0632428020
0632128015	0632203009	0632228006	0632255061	0632260011	0632331027	0632428021
0632128017	0632203010	0632228009	0632255062	0632260012	0632331028	0632428022
0632128019	0632203014	0632229001	0632255063	0632260015	0632331031	0632428023
0632128022	0632203015	0632229002	0632257001	0632260016	0632331034	0632429001
0632128022	0632203017	0632229007	0632257005	0632260017	0632331035	0632429002
0632128023	0632203018	0632229017	0632257006	0632280015	0632331038	0632429003
0632129001	0632204001	0632229018	0632257009	0632280016	0632331040	0632429004
0632129002	0632204005	0632229021	0632257010	0632281006	0632331041	0633101002
0632129008	0632204011	0632229022	0632257011	0632281007	0632331042	0633101003
0632129009	0632204019	0632253006	0632257012	0632281010	0632331043	0633102003
0632129032	0632205001	0632253007	0632257013	0632281012	0632383021	0633154011
0632129035	0632205008	0632253008	0632258001	0632281013	0632383022	0633154012
0632129038	0632205009	0632253011	0632258002	0632281016	0632401001	0633301002
0632129039	0632205011	0632253012	0632258003	0632282010	0632401002	0633301003
0632177021	0632205023	0632253013	0632258004	0632282011	0632401003	0633301004
0632177028	0632205033	0632253014	0632258005	0632282012	0632401004	0633301005
0632178004	0632205039	0632253015	0632258006	0632284001	0632401005	0633301006
0632178005	0632205040	0632254006	0632258007	0632284011	0632401006	0633301008
0632181020	0632205041	0632254007	0632258008	0632284013	0632401007	0633301009
0632181025	0632211002	0632255012	0632258009	0632284014	0632401008	0633301012
0632181026	0632226007	0632255015	0632258010	0632285001	0632402001	0633302004
0632181027	0632226008	0632255018	0632258011	0632285002	0632402002	0633302005
0632181040	0632226009	0632255020	0632258012	0632285003	0632402003	0633302008
0632181044	0632226013	0632255035	0632258016	0632326016	0632402004	0633302009
0632181045	0632226015	0632255040	0632258017	0632327003	0632402005	0633302010
0632181046	0632226016	0632255041	0632258018	0632327009	0632402013	0633302011
0632182008	0632226017	0632255042	0632258019	0632327010	0632403001	0633303003
0632182009	0632226018	0632255045	0632258020	0632327011	0632403008	0633303004
0632183007	0632227003	0632255046	0632258021	0632327012	0632403009	0633303009
0632183008	0632227004	0632255048	0632258022	0632330004	0632404001	0633303010
0632183011	0632227005	0632255049	0632259011	0632330005	0632404005	0633303011

**DeKalb County Enterprise Zone
Parcel Numbers within Legal Description Boundaries**

0633303012	0812200039	0812376004	0813103007	0813276016	0814329024	0821276008
0633303022	0812226006	0812376005	0813103008	0813276017	0814351004	0821276009
0633303023	0812276004	0812376016	0813103009	0813276018	0814427001	0821276010
0633303026	0812276005	0812376017	0813126001	0813276019	0814427003	0821276011
0633303031	0812276008	0812376018	0813127001	0813276020	0814427016	0821276013
0633303032	0812276009	0812376019	0813127003	0813276021	0814427017	0821276021
0633306001	0812276010	0812377001	0813127005	0813376001	0814429004	0821276026
0633306002	0812276011	0812377002	0813127009	0813377002	0814429005	0821276027
0633306003	0812276012	0812377003	0813127010	0813377004	0814429006	0821276028
0633306004	0812276013	0812377004	0813151015	0813377007	0814429007	0821276029
0633306005	0812276014	0812377005	0813151017	0813377009	0814429008	0821277002
0633327006	0812276015	0812401008	0813151027	0813400003	0814429035	0821277004
0633327009	0812276017	0812401028	0813151028	0813400008	0815101001	0821277010
0633327010	0812277003	0812426002	0813151029	0813400011	0815101002	0821277011
0633327014	0812277010	0812451004	0813151030	0813400017	0815101003	0821277012
0633400001	0812277011	0812451005	0813151031	0813400018	0815101004	0821277013
0633400033	0812277012	0812451006	0813151032	0813400019	0815101012	0821277014
0633400034	0812277013	0812451007	0813151039	0813400020	0815101013	0821277015
	0812277014	0812451008	0813151040	0813502007	0815101028	0821452003
DeKalb Twp	0812277018	0812451009	0813151041	0814277003	0815101052	0821452017
0801279004	0812277020	0812451010	0813151042	0814278003	0815151003	0821502003
0801279005	0812277023	0812451011	0813151043	0814278006	0815151011	0822127015
0801426014	0812277024	0812451012	0813151044	0814278007	0815151012	0822127016
0801426015	0812277025	0812451013	0813151044	0814305018	0815151013	0822151003
0801426016	0812277026	0812451014	0813151045	0814307019	0815351006	0822151010
0801426017	0812277027	0812452001	0813176008	0814307020	0815351007	0822151011
0801476033	0812277028	0812452004	0813176010	0814307025	0815351008	0822151016
0809400002	0812277030	0812452005	0813200003	0814328005	0815351009	0822151019
0809400006	0812277031	0812452007	0813200009	0814328022	0815351010	0822151020
0810300003	0812277035	0812452008	0813200010	0814328027	0815351020	0822151027
0810300004	0812277038	0812454002	0813200014	0814328028	0816200017	0822151032
0810300015	0812277039	0812454003	0813200020	0814328035	0816300008	0822151033
0810300017	0812278004	0812454005	0813200021	0814328038	0817400003	0822151034
0810300020	0812278005	0812454006	0813200024	0814328039	0820200014	0822151041
0810300026	0812278006	0812454007	0813200027	0814328040	0820200015	0822151042
0810300028	0812278007	0812454008	0813200028	0814328043	0821100008	0822151044
0810300032	0812278009	0812454009	0813200030	0814329002	0821100015	0822151045
0810300033	0812278010	0812455001	0813276001	0814329006	0821100017	0822151046
0810300046	0812278011	0812455002	0813276009	0814329007	0821100018	0822152010
0812200005	0812278012	0812477001	0813276011	0814329008	0821252005	0822152028
0812200011	0812278013	0812478003	0813276012	0814329010	0821252006	0822152032
0812200018	0812278014	0813103004	0813276013	0814329021	0821252007	0822152033
0812200019	0812278015	0813103005	0813276014	0814329022	0821276002	0822152034
0812200030	0812278016	0813103006	0813276015	0814329023	0821276006	0822152035

**DeKalb County Enterprise Zone
Parcel Numbers within Legal Description Boundaries**

0822152036	0822280006	0822431002	0823158020	0823162003	0823180015	0823186005
0822152046	0822280007	0822431006	0823158022	0823162004	0823180016	0823231003
0822152047	0822280008	0822431007	0823158023	0823162005	0823180017	0823260002
0822152048	0822280010	0822431008	0823158024	0823162009	0823180018	0823260003
0822152052	0822280011	0822502003	0823158025	0823162010	0823180019	0823261003
0822152053	0822280013	0823155001	0823158026	0823163001	0823180020	0823261004
0822152054	0822280017	0823155002	0823158028	0823163002	0823181001	0823277011
0822251024	0822280018	0823155003	0823158029	0823163003	0823181011	0823279001
0822253002	0822280020	0823155004	0823158030	0823163004	0823181012	0823279002
0822253004	0822280021	0823155005	0823158033	0823163007	0823182001	0823279003
0822253005	0822280022	0823155006	0823158034	0823163008	0823182002	0823280031
0822253006	0822280023	0823155007	0823159024	0823163011	0823182003	0823281004
0822253007	0822280024	0823155011	0823159025	0823163012	0823182004	0823281010
0822253008	0822280034	0823155012	0823159029	0823163013	0823182005	0823281011
0822254002	0822280035	0823155013	0823159033	0823163014	0823182006	0823281012
0822254003	0822280036	0823155014	0823159035	0823163015	0823182007	0823281013
0822254004	0822280037	0823155015	0823159037	0823163016	0823182014	0823281015
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**DeKalb County Enterprise Zone
Parcel Numbers within Legal Description Boundaries**

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0823327004	0823401001	0823478022	0824152016	0824352026	0825200019	0826154008
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**DeKalb County Enterprise Zone
Parcel Numbers within Legal Description Boundaries**

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0827279011	0834100009	0834451009	0905104007	0906399010	0906452004	0907300026
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**DeKalb County Enterprise Zone
Parcel Numbers within Legal Description Boundaries**

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Parcel Numbers within Legal Description Boundaries**

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**DeKalb County Enterprise Zone
Parcel Numbers within Legal Description Boundaries**

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DEKALB COUNTY

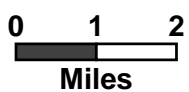
Potential Uses of Eligible Enterprise Zone Areas

- Commercial
- Available Industrial
- Existing Industrial
- Connecting Strip

DeKalb County Government
 Information Management Office
 200 North Main Street
 Sycamore, IL 60178
 815-895-1643

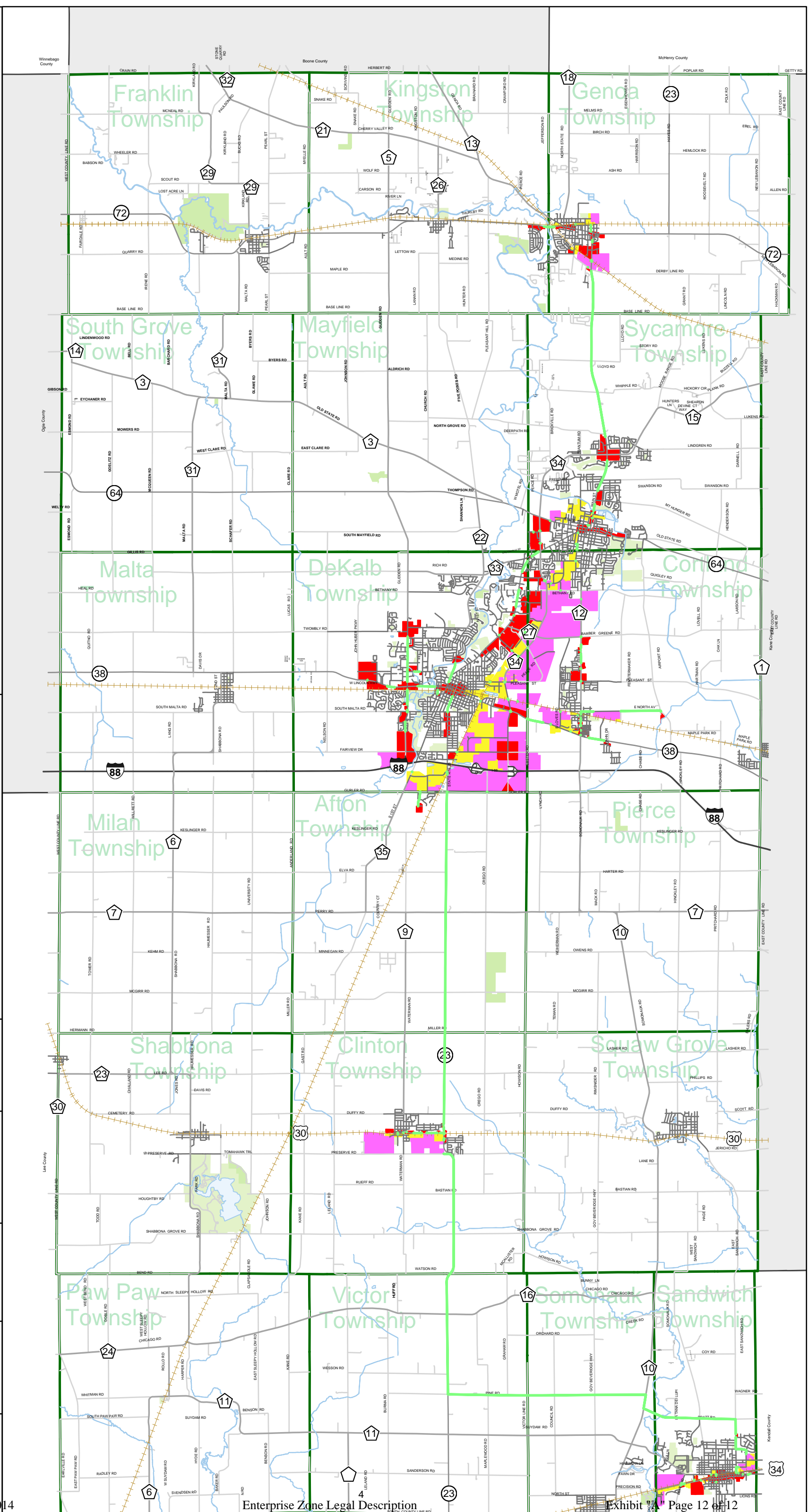


Approximate E-W Distance = 18 Miles
 Approximate N-S Distance = 36 Miles
 Area 634.5 Square Miles



Updated: 11.07.14 BH
 Printed: 11.07.14 BH

December 5, 2014



**RESOLUTION
R2014-85**

Dissolution of Entity

WHEREAS, the DeKalb County Metropolitan Exposition, Auditorium and Office Building Authority, was created by the DeKalb County Board on November 16, 1977, and

WHEREAS, the DeKalb County Metropolitan Exposition, Auditorium and Office Building Authority has no remaining monies, no outstanding debt, and no remaining assets, and

WHEREAS, the DeKalb County Metropolitan Exposition, Auditorium and Office Building Authority, having fulfilled their mission for which it was originally created, did pass a resolution (attached as Exhibit A) on November 17, 2014 to dissolve and consolidate said Authority into that of the County of DeKalb, and

WHEREAS, in compliance with Illinois State Statute 70 ILCS 200/2-165, the County must adopt a resolution to accept the functions of the Authority to perfect the dissolution;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the functions of the DeKalb County Metropolitan Exposition, Auditorium and Office Building Authority will be performed by DeKalb County Government as of this date in compliance with the provisions of 70 ILCS 200/2-165.

ADOPTED BY THE COUNTY BOARD THIS 17TH DAY OF DECEMBER, 2014, A.D.

Chairman, DeKalb County Board

ATTEST:

County Clerk

RESOLUTION
Dissolution of Entity

WHEREAS, the DeKalb County Metropolitan Exposition, Auditorium and Office Building Authority, which was created by the DeKalb County Board on November 16, 1977 desires to dissolve and consolidate its authority into that of the County of DeKalb, and

WHEREAS, the DeKalb County Metropolitan Exposition, Auditorium and Office Building Authority has no remaining monies or outstanding debts, and

WHEREAS, the DeKalb County Metropolitan Exposition, Auditorium and Office Building Authority has no remaining assets;

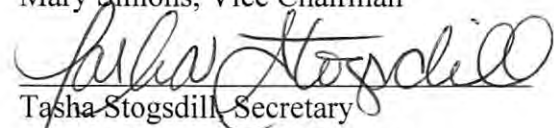
NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Metropolitan Exposition, Auditorium and Office Building Authority that as of this date this entity is hereby dissolved having fulfilled the mission for which it was originally created provided that the DeKalb County Board shall adopt a resolution to accept the functions of the Authority under the provisions of 70 ILCS 200/2-165.

BE IT FURTHER RESOLVED that the Vice Chairman and the Secretary are authorized to issue final minutes of this meeting, including this Resolution, and submit same to the County Board to memorialize in the County Board's permanent records.

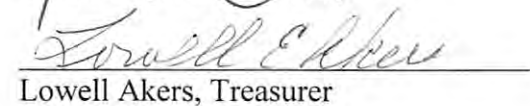
Dated this 17th day of November, 2014.



Mary Simons, Vice Chairman



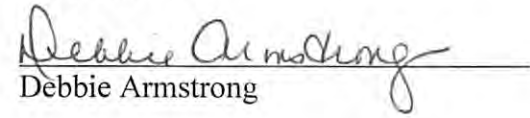
Tasha Stogsdill, Secretary



Lowell Akers, Treasurer



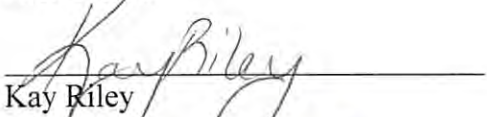
Gary Hanson



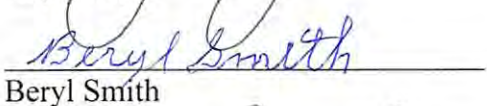
Debbie Armstrong

Absent


Alex Nerad



Kay Riley



Beryl Smith



Ruth Anne Tobias

RESOLUTION
R2014-86

WHEREAS, a grass-roots movement known as “Represent.Us” is working for legislative reforms to remove the influence of money within the political system in our Country by supporting a legislative reform bill known as the “American Anti-Corruption Act”, and

WHEREAS, the Act would, according to “Represent.Us”, aim to stop the bribery, end secret money, enable citizens to fund election, close the revolving door between Congress and lobbying firms, and empower the Federal Election Commission, and

WHEREAS, the Act stops bribery by preventing lobbyists from donating to politicians, offering them deals that could influence policymaking, and end secret money by mandating full transparency, and

WHEREAS, a local group of this national organization sought and promoted an advisory referendum in Genoa Township to build support for this initiative, and

WHEREAS, on November 4, 2014, the citizens of Genoa Township were given the opportunity to be heard on this topic through an advisory referendum where the question received 89 percent support with 1,336 local Genoa Township residents voting yes and 158 residents (11%) voting no, and

WHEREAS, the Executive Committee did approve a similar request by spokesperson Shannon Wilde of the organization “Represent.Us” to place the substantially identical non-binding advisory question from Genoa Township on the April 7, 2015 Consolidated Election’s Ballot for all DeKalb County voters;

NOW, THEREFORE, BE IT RESOLVED that the following advisory question be submitted to the legal voters of DeKalb County:

“Do you support removing the corrupting influence of money on our political system by prohibiting politicians from taking campaign money from industries they regulate; increasing transparency for campaign funding; empowers all voters through a tax rebate voucher to contribute to the candidates they support; prohibiting representatives and senior staff from all lobbying activity for five years once they leave office; and placing limits on superPACs?”

BE IT FURTHER RESOLVED that the aforesaid advisory question shall be submitted to a referendum of the legal voters of DeKalb County at the Consolidated Election to be held on April 7, 2015.

BE IT FURTHER RESOLVED that the County Clerk of DeKalb County is hereby directed to give notice that the aforesaid advisory referendum question is to be voted on at said election at the same time and in the same manner as notice of said election as provided in the Election Code.

PASSED THIS 17TH DAY OF DECEMBER, 2014 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

Douglas J. Johnson
DeKalb County Clerk

Mark Pietrowski, Jr.
County Board Chairman

RESOLUTION
R2014-87

WHEREAS, December 24th is not on the County's 2014 Holiday Calendar, and

WHEREAS, this date is a traditional date on which many employees will gather with family and friends to celebrate the season and such gatherings may often necessitate non-local travel, and

WHEREAS, the Executive Committee of the DeKalb County Board has recommended that the 2014 Holiday Calendar be amended to include the afternoon of December 24th in support of employees celebrating the season in a manner appropriate to each;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that DeKalb County Government Offices will be closed for business on the afternoon of December 24, 2014 beginning at 12:00pm, Central Standard Time.

PASSED THIS 17TH DAY OF DECEMBER, 2014 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

Douglas J. Johnson
DeKalb County Clerk

Mark Pietrowski, Jr.
County Board Chairman

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DeKalb County Government
Sycamore, Illinois

COUNTY FOREST PRESERVE PROCEEDINGS
November 19, 2014

The DeKalb County Forest Preserve District Commissioners met in regular session at the Legislative Center Wednesday, November 19, 2014. President Metzger called the meeting to order and the Secretary called the roll. Those Commissioners present were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, and Mr. Brown. All twenty-four Commissioners were present.

APPROVAL OF MINUTES

Motion

Mr. Oncken moved to approve the Minutes of October 15, 2014. Mr. Johnson seconded the motion.

Voice Vote

President Metzger asked for a voice vote on the approval of the Minutes. All Commissioners voted yea. Motion carried unanimously.

APPROVAL OF AGENDA

Motion

Mr. Oncken moved to approve the Agenda and Mr. Whelan seconded the motion.

Voice Vote

President Metzger asked for a voice vote on the Agenda. Motion carried unanimously.

PERSONS TO BE HEARD FROM THE FLOOR

There were no persons to be heard from.

STANDING COMMITTEE REPORTS

Ordinance FP-O2014-01: Adoption of the Property Tax Levy for FY 2015

Motion

Ms. Fauci moved The DeKalb County Forest Preserve District Commissioners do hereby adopt the Property Tax Levy for the 2015 Fiscal Year in the amount of \$1,485,000.00. Mr. Jones seconded the motion.

Roll Call Vote

President Metzger called for a roll call vote. Those voting yea were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and President Metzger. All Commissioners voted yea. Motion carried unanimously.

Ordinance FP-O2014-02: Annual Appropriation for FY 2015

Motion

Ms. Fauci moved The DeKalb County Forest Preserve District does hereby adopt the 2015 Annual Appropriation for January 1, 2015 through December 31, 2015 in the amount of \$1,553,000.00. Mr. Stoddard seconded the motion.

Roll Call Vote

President Metzger called for a roll call vote. Those voting yea were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and President Metzger. All Commissioners voted yea. Motion carried unanimously.

Claims

Motion

Ms. Fauci moved to approve the payment of claims incurred and not paid since the last meeting, and the off cycle claims paid during the previous month, in the amount of \$74,358.81. Mr. Brown seconded the motion.

Roll Call Vote

President Metzger asked for a roll call vote on the approval of the claims. Those Commissioners voting yea were Mr. Cribben, Mr. Cvek, Mrs. DeFauw, Mr. Deverell, Mr. Emerson, Ms. Fauci, Mr. Foster, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Mr. O'Barski, Mr. Oncken, Mr. Pietrowski, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Tobias, Mrs. Turner, Mr. Whelan, Mr. Brown, and President Metzger. All Commissioners voted yea. Motion carried unanimously.

OLD BUSINESS / NEW BUSINESS

Ms. Fauci shared out that in early October, Al Roloff met with a staff member from the Water Resources Division of the USEPA, and provided a tour of some of the other wetland sites that we have been re-creating or restoring. The USEPA and two other Federal agencies (Fish and Wildlife, Army Corps of Engineers) are considering revisions to their Interagency Coordination Agreement (2008) for the Chicago Region. They wanted the Forest Preserve District's perspective on their current performance standards, based on the high quality of our current wetland bank. This year, the Forest Preserve District has received recognition from federal agencies for the quality of both our wetland bank and the South Branch Prairie.

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ADJOURNMENT

Motion

Mr. Oncken moved to adjourn the meeting and Mrs. Haji-Sheikh seconded the motion.

Voice Vote

President Metzger called for a voice vote on the adjournment. All Commissioners voted yea.
Motion carried unanimously.

President, DeKalb County Forest
Preserve District Commissioners

Secretary, DeKalb County Forest
Preserve District Commissioners

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DeKalb County Government
Sycamore, Illinois

**COUNTY FOREST PRESERVE COMMISSIONERS
ORGANIZATIONAL MEETING
December 1, 2014**

The DeKalb County Forest Preserve District Commissioners met in special session for their Organizational Meeting at the Legislative Center Monday, December 1, 2014. County Board Chairman Mark Pietrowski called the meeting to order and the Secretary called the roll. Those present were Ms. Askins, Mr. Bassett, Mr. Brown, Mr. Bunge, Mr. Cribben, Mr. Emerson, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Ms. Little, Mr. Luebke, Mr. Metzger, Mr. O'Barski, Mr. Oncken, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Turner, and Mr. Whelan. Mrs. Tobias was absent. Twenty-three Commissioners were present and one absent.

APPROVAL OF AGENDA

Motion

Mr. O'Barski moved to approve the Agenda and Mr. Gudmunson seconded the motion.

Voice Vote

Board Chairman Pietrowski asked for a voice vote on the Agenda. Motion carried unanimously.

ELECTION OF FOREST PRESERVE PRESIDENT

Nominations

Mr. Jones nominated Mr. Mark Pietrowski to be the Forest Preserve Commissioner's President. Mr. Gudmunson seconded the motion.

County Board Chairman Pietrowski asked three times if there were any other nominations.

Motion to Close Nominations

Hearing no other nominations, Mr. Johnson moved to close nominations for the Forest Preserve Commissioner's President. Mr. Whelan seconded the motion.

Vote to Close Nominations

The motion was carried unanimously by voice vote to close the nominations.

Vote to Elect the Forest Preserve President

A roll call was taken to elect Mr. Pietrowski as the Forest Preserve President. Those voting yea were Ms. Askins, Mr. Bassett, Mr. Brown, Mr. Bunge, Mr. Cribben, Mr. Emerson, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Ms. Little, Mr. Luebke, Mr. Metzger, Mr. O'Barski, Mr. Oncken, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Turner, and Mr. Whelan. All Commissioners voted yea. Motion carried unanimously.

ELECTION OF FOREST PRESERVE VICE-PRESIDENT

Nominations

Mr. Gudmunson nominated Mr. Tracy Jones to be the Forest Preserve Commissioner's Vice-President. Mr. Brown seconded the motion.

President Pietrowski asked three times if there were any other nominations for a Forest Preserve Vice-President.

Close Nominations

Hearing no other nominations, Mr. O'Barski moved to close nominations for a Vice-President. Ms. Askins seconded the motion.

Vote to Close Nominations

The motion was carried unanimously by voice vote to close the nominations for Vice-President.

Vote to Elect the Forest Preserve Vice-President

President Pietrowski called for a roll call vote to elect Mr. Tracy Jones as the Forest Preserve Commissioner's Vice-Chairman. Those voting yea were Ms. Askins, Mr. Bassett, Mr. Brown, Mr. Bunge, Mr. Cribben, Mr. Emerson, Mr. Frieders, Mr. Gudmunson, Mrs. Haji-Sheikh, Mr. Johnson, Mr. Jones, Ms. Leifheit, Ms. Little, Mr. Luebke, Mr. Metzger, Mr. O'Barski, Mr. Oncken, Ms. Polanco, Mr. Reid, Mr. Stoddard, Mrs. Turner, and Mr. Whelan. All Commissioners present voted yea. Motion carried unanimously.

FOREST PRESERVE COMMITTEE APPOINTMENTS

President Pietrowski asked for a motion to approve the following Forest Preserve Committee Appointments:

Anita Turner – Chairman
Riley Oncken – Vice-Chairman
Bob Brown
John Emerson
Misty Haji-Sheikh
Jeff Metzger
Sandra Polanco

Motion

Mr. Johnson moved to approve the Forest Preserve Committee Appointments. Mrs. Haji-Sheikh seconded the motion.

Voice Vote

All Commissioners present voted yea. The motion carried unanimously.

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OLD BUSINESS / NEW BUSINESS

There were no items of Old Business or New Business to discuss.

ADJOURNMENT

Motion

Ms. Askins moved to adjourn the meeting and Mr. Oncken seconded the motion.

Voice Vote

President Pietrowski called for a voice vote on the adjournment. All Commissioners voted yea.
Motion carried unanimously.

President, DeKalb County Forest
Preserve District Commissioners

Secretary, DeKalb County Forest
Preserve District Commissioners

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