

**DEKALB COUNTY GOVERNMENT  
COUNTY BOARD MEETING**

**January 21, 2015**

**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. Veteran's Honor Roll
  - b. Employee Service Awards
  - c. Chuck Rose, President of Community Mental Health Board
6. Persons to be Heard from the Floor
7. Proclamations: None
8. Appointments for this Month:
  - a. **Community Services Administrative Board:** Eileen Dubin appointed immediately as a Private Representative to fill an open appointment until June 30, 2015. Steve Reid appointed immediately as a Public Representative to fill the unexpired term of Sally DeFauw until June 30, 2017.
  - b. **Board of Health:** Ruth Anne Tobias appointed immediately until December 31, 2015.
  - c. **DeKalb County Cooperative Extension Board:** John Emerson, Bob Brown, and Mark Pietrowski all appointed for terms beginning February 1, 2015 and expiring January 31, 2019.
  - d. **DeKalb County Convention & Visitor's Bureau:** Dianne Leifheit appointed immediately to fill an unexpired term until June 30, 2015.
  - e. **Jail Solution Committee:** Tracy Jones (Chairman), Steve Reid, Anita Turner, Marjorie Askins, Frank O'Barski, Kevin Bunge, Riley Oncken, John Frieders, Roger Scott, and Joyce Klein all appointed immediately until December 31, 2015.
  - f. **DeKalb County Board Member District 8:** Christopher Cole Porterfield appointed immediately to fill the unexpired term of Marc Johnson until November 30, 2016.

*Oath of Office - conducted by DeKalb County Clerk, Douglas J. Johnson*

9. Reports from Standing Committees & Ad Hoc Committees

**PLANNING & ZONING COMMITTEE**

No Business

## COUNTY HIGHWAY COMMITTEE

- a. **Resolution R2015-01:** Local Agency Agreement for Federal Participation for Section 08-00076-00-BR, Coltonville Road Bridge. *The DeKalb County Board hereby deems it appropriate to enter into an agreement with the State of Illinois for the replacement of the Coltonville Road Bridge a half mile east of North First Street over the Kishwaukee River, in DeKalb Township with the estimated cost being Three Million Four Hundred Thirty-Three Thousand dollars (\$3,433,000.00) and the local share to be estimated at Six Hundred Eighty-Seven Thousand dollars (\$687,000.00).* **Committee Action will take place at the Highway Committee Meeting scheduled prior to the full County Board Meeting.**
- b. **Resolution R2015-02:** Local Agency Agreement for Federal Participation for Section 13-11109-01-BR, South Paw Paw Road Bridges. *The DeKalb County Board hereby deems it appropriate to enter into an agreement with the State of Illinois for the replacement of two bridges on South Paw Paw Road, one and one half miles respectively, west of Suydam Road, over the west branch of Paw Paw Run Creek, in Paw Paw Township with the estimated cost being One Million dollars (\$1,000,000.00) and the local share to be estimated at Forty Thousand dollars (\$40,000.00).* **Committee Action will be taken at the Highway Committee Meeting scheduled prior to the full County Board Meeting.**
- c. **County Highway Annual Report** - Nathan F. Schwartz, P.E., County Engineer

## ECONOMIC DEVELOPMENT COMMITTEE

- a. **Resolution R2015-03:** Annual Support to the DeKalb County Convention and Visitor's Bureau. *The DeKalb County Board does hereby select the DeKalb County Convention and Visitor's Bureau as DeKalb County's Agency of Record for Tourism Promotions for the Illinois Office of Tourism for 2015 Fiscal Year (January 1, 2015 to December 31, 2015).* **Committee Action: Moved by Ms. Leifheit, seconded by Mr. Whelan and it was moved unanimously to forward the resolution to the full County Board for approval.**

## HEALTH & HUMAN SERVICES COMMITTEE

No Business

## LAW & JUSTICE COMMITTEE

No Business

## FINANCE COMMITTEE

- a. **Resolution R2015-04:** Amendment to the FY 2015 Budget for the Authorization of an Additional Correction Officer Position. *The DeKalb County Board does approve that the FY 2015 Budget is hereby amended to allow for the addition of one Corrections Officer in the Sheriff's Office at an estimated cost of \$92,000 for salary and benefits and that \$36,000 will be allocated for the reduction in the utilization of reserve funds within the General Fund. This resolution will take effect immediately.* **Committee Action: It was moved by Mrs. Tobias, seconded by Mr. Luebke and it was moved unanimously by voice vote to forward the resolution to the full County Board for approval.**

- b. **Claims Being Paid in January 2015:** 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 \$6,065,199.04.
- c. **Reports of County Officials:** Move to accept and place on file the following Reports of County Officials:
  - 1. Cash & Investments in County Banks – December 2014
  - 2. Public Defender’s Report – December 2014
  - 3. Adult & Juvenile Monthly Reports – December 2014
  - 4. Sheriff’s Jail Report – December 2014
  - 5. Planning & Zoning Building Permits & Construction Reports - December 2014

**EXECUTIVE COMMITTEE**

- a. **Resolution R2015-05:** Conveyance of Delinquent Tax Certificate. *The DeKalb County Board hereby authorizes the Chairman of the DeKalb County Board to execute a deed of conveyance of the County’s interest or authorize the cancellation of the appropriate Certificate of Purchase, as the case may be for parcel #08-12-377-001 for the sum of \$2,393.54 to be paid to the Treasurer of DeKalb County, Illinois, to be disbursed according to law.* **Committee Action: It was moved by Mr. Jones, seconded by Mr. Stoddard and it was moved unanimously to forward the resolution to the full County Board for approval.**

- 10. Old Business
- 11. New Business
- 12. Adjournment

---

**DEKALB COUNTY  
FOREST PRESERVE DISTRICT  
January 21, 2015**

**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 January 2015:** 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 \$626,352.26.
- 6. Old Business
- 7. New Business
- 8. Adjournment

# EMPLOYEE SERVICE AWARDS

*January*

**2015**

SUN

MON

TUE

WED

THU

FRI

SAT

***35 YEARS OF SERVICE***

None

***30 YEARS OF SERVICE***

None

***25 YEARS OF SERVICE***

None

***20 YEARS OF SERVICE***

None

***15 YEARS OF SERVICE***

Marcellus Anderson

01/03/2000

Planning/Zoning/Building

***10 YEARS OF SERVICE***

Lawrence Olson  
Michael Venditti

01/18/2005  
01/31/2005

Public Defender  
Court Services

***5 YEARS OF SERVICE***

Taylor Yamaoka

10/12/2010

Rehab & Nursing Center

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

**RESOLUTION  
#R2015-01**

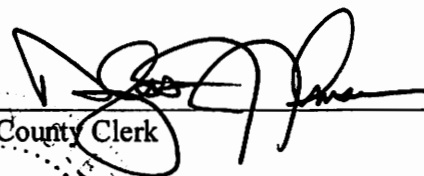
**WHEREAS**, the Highway Committee of the DeKalb County Board deems it appropriate to enter into an agreement with the State of Illinois for the replacement of the Coltonville Road Bridge ½ mile east of North First Street over the Kishwaukee River, in DeKalb Township, DeKalb County, Illinois, with said improvement to be designated as Section 08-00076-00-BR and estimated to cost Three Million Four Hundred Thirty-Three Thousand dollars (\$3,433,000.00) with the local share to be estimated at Six Hundred Eighty-Seven Thousand dollars (\$687,000.00).

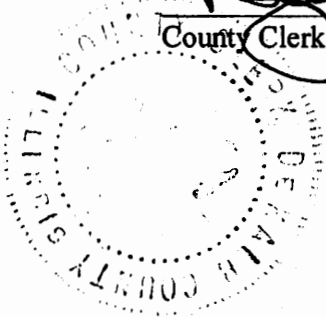
**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Board that it does authorize it's Chairman to execute an appropriate Local Agency Agreement for Federal Participation with the State of Illinois.


**PASSED AT SYCAMORE, ILLINOIS THIS 21st DAY OF JANUARY, 2015 A.D.**

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

ATTEST:

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



 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency DeKalb County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 08-00076-00-BR	Fund Type MBR	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-010-10	BRS-0037(048)				

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

**Location**

Local Name Coltonville Road Route FAU 5332 Length 0.01 Mi  
 Termini 1/2 Mi E of N First St over Kishwaukee River

Current Jurisdiction DeKalb County TIP Number \_\_\_\_\_ Existing Structure No 019-3037

**Project Description**

Project consists of the removal and replacement of the existing structure with a four span continuous steel composite wide flange beam bridge on integral pile bent spill-thru abutments and pile bent piers with approach roadway work.

**Division of Cost**

Type of Work	MBR	%	%	LA	%	Total
Participating Construction	2,576,000	( * )	( )	644,000	( BAL )	3,220,000
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering	170,000	( * )	( )	43,000	( BAL )	213,000
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 2,746,000</b>			<b>\$ 687,000</b>		<b>\$ 3,433,000</b>

\*80% Major Bridge funding NTE \$2,746,000.00

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

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

**Local Agency Appropriation**

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

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

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.



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



- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

**THE STATE AGREES:**

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

**IT IS MUTUALLY AGREED:**

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed Improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

**ADDENDA**

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

Number 1- Location Map, Number 2 – Local Appropriation Resolution.

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

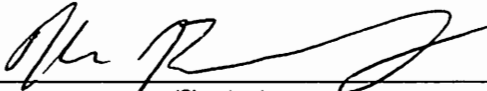
Local Agency

Mark Pietrowski

\_\_\_\_\_  
Name of Official (Print or Type Name)

County Board Chairman

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

 1/21/15  
\_\_\_\_\_  
(Signature) Date

The above signature certifies the agency's TIN number is  
366006548 conducting business as a Governmental  
Entity.

DUNS Number 029980307

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Erica J. Borggren, Acting Secretary Date

By: \_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer Date

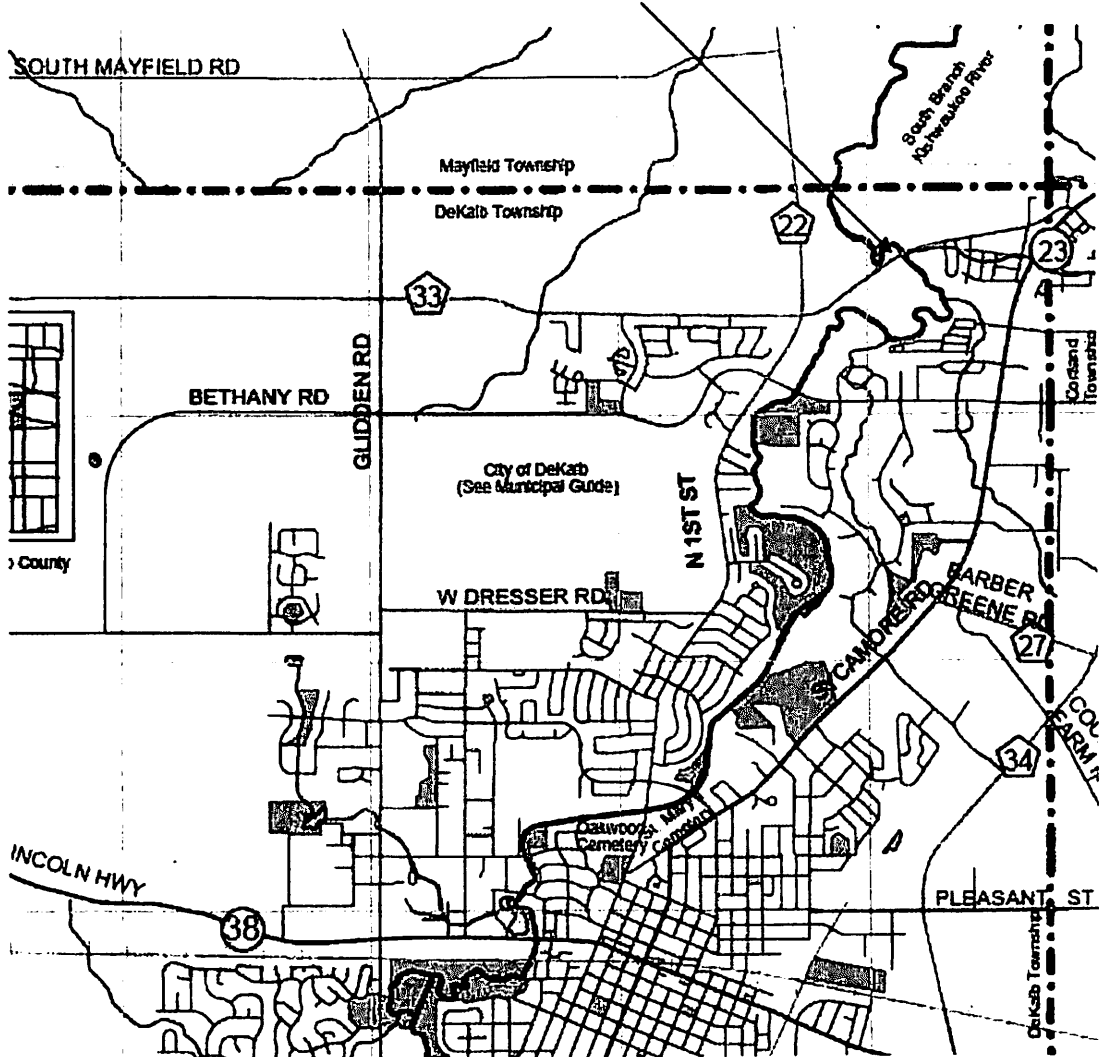
\_\_\_\_\_  
Michael A. Forti, Chief Counsel Date

\_\_\_\_\_  
Tony Small, Director of Finance and Administration Date

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

**DEKALB COUNTY HIGHWAY DEPARTMENT  
DEKALB, ILLINOIS**

**Project Location**




**Project Section Number: 08-00076-00-BR  
Coltonville Road Bridge  
DeKalb County-DeKalb Road District**

**RESOLUTION  
#R2015-02**


**WHEREAS**, the Highway Committee of the DeKalb County Board deems it appropriate to enter into an agreement with the State of Illinois for the replacement of two bridges on South Paw Paw Road, one mile and one and half miles respectively, west of Suydam Road, over the west branch of Paw Paw Run Creek, in Paw Paw Township, DeKalb County, Illinois, with said both improvements to be designated as Section 13-11109-01-BR and estimated to cost One Million dollars (\$1,000,000.00) with the local share to be estimated at Forty Thousand dollars (\$40,000.00).

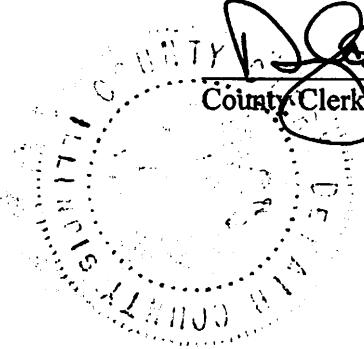
**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Board that it does authorize it's Chairman to execute an appropriate Local Agency Agreement for Federal Participation with the State of Illinois.


**PASSED AT SYCAMORE, ILLINOIS THIS 21st DAY OF JANUARY, 2015 A.D.**

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

ATTEST:

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



 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency DeKalb County	Slate Contract X	Day Labor	Local Contract	RR Force Account
	Section 13-11109-01-BR	Fund Type STP-Br	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-075-14	BROS-0037(062)				

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

**Location**

Local Name S Paw Paw Road Route TR 245 Length 0.20 Mi  
 Termini 1 Mi W Suydam Road over W Branch of Paw Paw Run Creek and 1.5 Mi W Suydam Road over W Branch of Paw Paw Run Creek.

Current Jurisdiction Paw Paw Road District TIP Number \_\_\_\_\_ Existing Structure No 019-5501  
019-5500

**Project Description**

Project consists of removal of two existing structures and replacing each with a PPC deck beam structure with concrete wearing surface, removal and replacement of hot-mix asphalt pavement as necessary along approaches, install new guardrail, and re-grading roadside ditches as necessary.

**Division of Cost**

Type of Work	STP-Br	%	TBP	%	LA	%	Total
Participating Construction	800,000	( 80 )	160,000	( 16 )	40,000	( 4 )	1,000,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )	( )
Materials	( )	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 800,000</b>		<b>\$ 160,000</b>		<b>\$ 40,000</b>		<b>\$ 1,000,000</b>

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

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

**Local Agency Appropriation**

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LA's Share 200,000 divided by estimated total cost multiplied by actual progress payment.

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

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

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



- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM#1>.

**THE STATE AGREES:**

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

**IT IS MUTUALLY AGREED:**

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

**ADDENDA**

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

Number 1- Location Map. Number 2 - Local Appropriation Resolution.

(Insert addendum numbers and titles as applicable)

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

**APPROVED**


Local Agency

Mark Pietrowski

Name of Official (Print or Type Name)

County Board Chairman

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

 1/21/15  
(Signature) Date

The above signature certifies the agency's TIN number is 366006548 conducting business as a Governmental Entity.

DUNS Number 029980307

**APPROVED**

State of Illinois  
Department of Transportation

Erica J. Borggren, Acting Secretary Date

By:

Aaron A. Weatherholt, Deputy Director of Highways Date

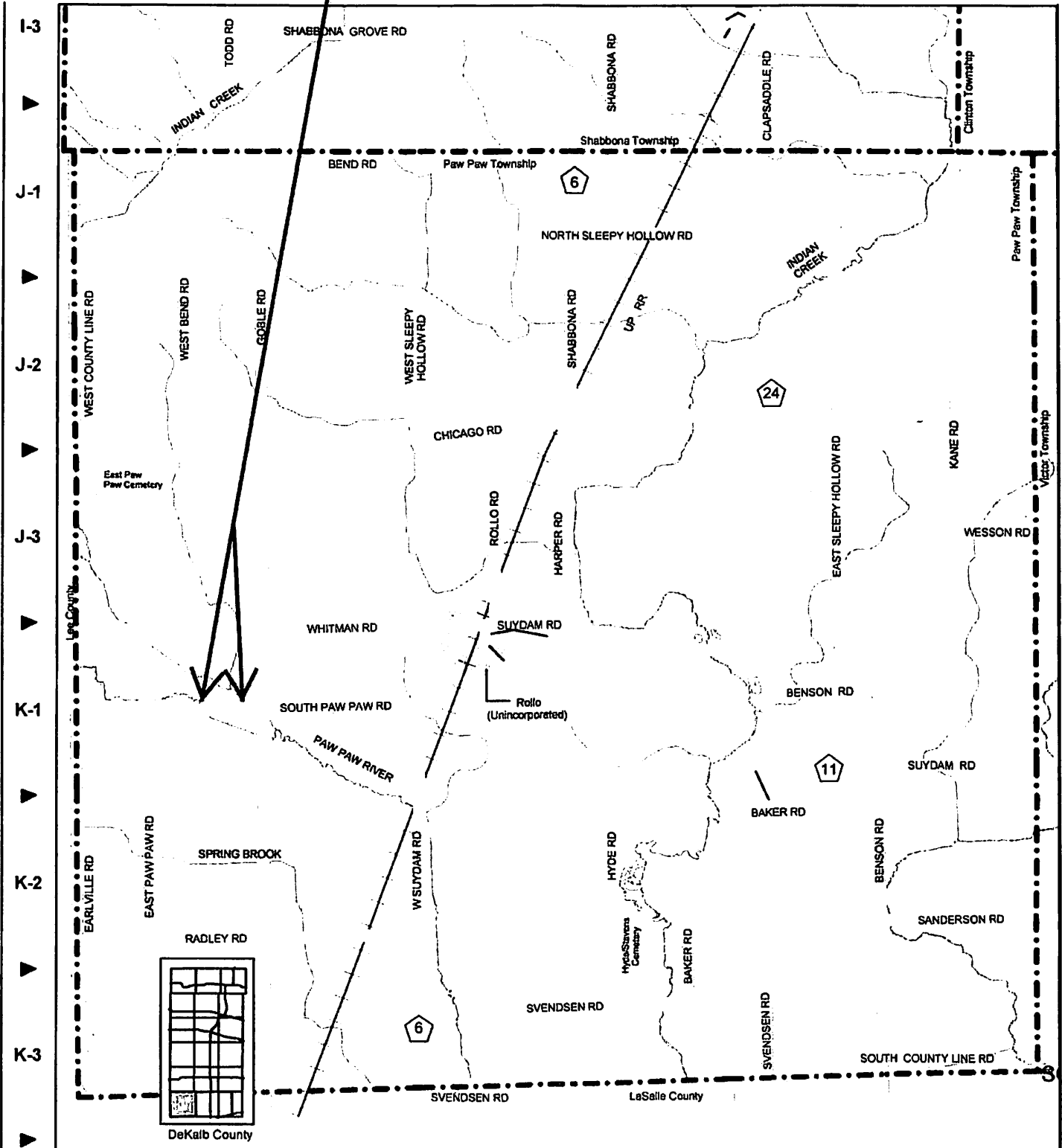
Omer Osman, Director of Highways/Chief Engineer Date

Michael A. Forti, Chief Counsel Date

Tony Small, Director of Finance and Administration Date

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

# Str. Nos. 019-5500 & 5501



## Section 13-11109-01-BR South Paw Paw Road, Paw Paw Twp 2 Bridge Replacements Location Map

0.0 0.5 1.0  
Miles

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

Updated: November 2012 BH  
Printed: November 2012

**RESOLUTION  
R2015-03**

**A RESOLUTION SELECTING THE DEKALB COUNTY CONVENTION AND VISITORS BUREAU AS DEKALB COUNTY'S AGENCY OF RECORD FOR TOURISM PROMOTIONS FOR THE ILLINOIS OFFICE OF TOURISM FY2015.**

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


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

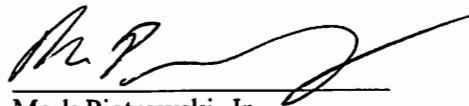
**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and DeKalb County Board that we hereby select the DeKalb County Convention and Visitor's Bureau as DeKalb County's Agency of Record for Tourism Promotions for the Illinois Office of Tourism for FY2015 Fiscal Year (January 1, 2015 to December 31, 2015).

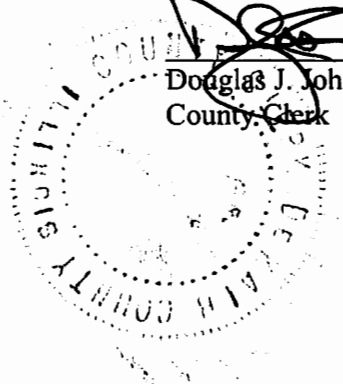
**PASSED AND APPROVED BY THE CHAIRMAN AND DEKALB COUNTY BOARD ON THIS 21<sup>st</sup> DAY OF JANUARY 2015, A.D. IN SYCAMORE, ILLINOIS.**

ATTEST:

SIGNED:

  
Douglas J. Johnson  
County Clerk

  
Mark Pietrowski, Jr.  
County Board Chairman



**RESOLUTION  
R2015-04**

WHEREAS, DeKalb County's Director of Court Services Margi Gilmour applied for additional funding of \$282,000 from the State of Illinois for salary reimbursements for various employee positions within her office, and

WHEREAS, that funding request was approved by the State of Illinois and that the net effect to DeKalb County was to free-up \$128,000 in General Fund appropriations for the 2015 Fiscal Year Budget, and

WHEREAS, the Law & Justice Committee had previously established priorities for meeting various budget requests by Departments should monies become available with the number one priority being the addition of one Corrections Officer position in the Sheriff's Department, and

WHEREAS, the State allocation of these additional dollars was made in November of 2014 which was very late in the County's annual Budget process and therefore the decision on the use of the unallocated \$128,000 was delayed until after the start of the 2015 Fiscal Year, and

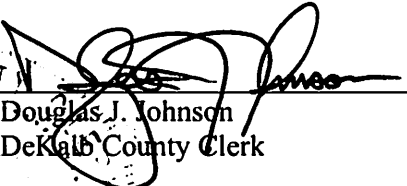
WHEREAS, the Finance Committee has now reviewed various options for the allocation of these dollars and has concurred with the Law & Justice Committee that the highest priority for these dollars is to authorize the addition of a Corrections Officer at an estimated cost of \$92,000 (which includes both salary and benefits) and that the balance of \$36,000 be used for the reduction in the utilization of reserve funds in the General Fund;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the FY 2015 Budget is hereby amended to allow for the addition of one Corrections Officer in the Sheriff's Department at an estimated cost of \$92,000 for salary and benefits and that \$36,000 will be allocated for the reduction in the utilization of reserve funds within the General Fund. This resolution will take effect immediately.

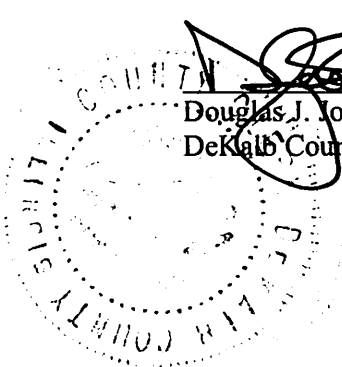
PASSED AT SYCAMORE, ILLINOIS THIS 21<sup>st</sup> DAY OF JANUARY, 2015 A.D.

ATTEST:

SIGNED:

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

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



**RESOLUTION  
R2015-05**

2009-00279

WHEREAS, The County of DeKalb, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35 ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of DeKalb, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

DEKALB MARKET SQUARE PHASE I- LOT 2

PERMANENT PARCEL NUMBER: 08-12-377-001

As described in certificate(s): 2009-00279 sold on October 25, 2010

Commonly known as: SYCAMORE RD. (STATE RTE 23)


and it appearing to the County Board that it would be to the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Orix Wilkinson DeKalb Venture, has paid \$3,427.89 for the full amount of taxes involved, and a request for surrender of the tax sale certificate has been presented to the County Board, and at the same time it having been determined that the County shall receive \$2,393.54 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$80.00 for cancellation of Certificate(s), the Tax Liquidation Fund shall receive \$53.69 to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the agent for his services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF DE KALB COUNTY, ILLINOIS, that the Chairman of the Board of DeKalb County, Illinois, authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$2,393.54 to be paid to the Treasurer of DeKalb County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

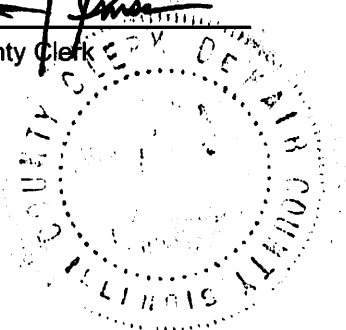
ADOPTED by roll call vote this 21<sup>ST</sup> day of January, 2015

ATTEST:

  
DeKalb County Clerk

  
DeKalb County Board Chairman

SURRENDER



01-15-001