

RESOLUTION  
R 2007-37  
Supersedes Resolution R 2003-52

Whereas, the DeKalb County Board did on September 17, 2003 adopt Resolution R 2003-52 that provides for County participation in a City of DeKalb sponsored tax abatement program designed to stimulate industrial development within the City, and

Whereas, subsequent to the adoption of Resolution R 2003-52 the DeKalb County Board did create and appoint members to an Economic Development Committee to oversee and make recommendations on the County's economic development efforts, and

Whereas, pursuant to its review of Resolution R 2003-52 the Economic Development Committee recommends that continuing participation by the County in the City of DeKalb tax abatement program is in the best interests of the citizens of DeKalb County, and

Whereas, the Economic Development Committee specifically recommends that County participation be limited in length to no more than five years per project and limited in amounts to up to 90% in the first full taxable year, 80% in the second full taxable year, 70% in the third full taxable year, 60% in the fourth full taxable year and 50% in the fifth full taxable year, and

Whereas the Economic Development Committee further recommends that each project submitted be approved or disapproved of by the full County Board pursuant to a recommendation forwarded to it by the Economic Development Committee.

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does concur in the recommendations of the Economic Development Committee and will continue to participate in the City of DeKalb's tax abatement program to stimulate industrial development within the City as outlined herein and approve projects on an individual basis pursuant to recommendations provided by the Economic Development Committee. BE IT FURTHER RESOLVED that the DeKalb County Clerk is directed to annotate Resolution R 2003-52 as being superseded by this resolution.

PASSED AT SYCAMORE, ILLINOIS THIS 20<sup>TH</sup> DAY OF JUNE, 2007A.D.

ATTEST:

SIGNED:

\_\_\_\_\_  
Sharon B. Holmes  
County Clerk

\_\_\_\_\_  
Ruth Anne Tobias  
County Board Chairman

**RESOLUTION  
R2007-38**

WHEREAS, The County of DeKalb 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 has acquired an interest in the following described real estate:

SOMONAUK TWP.                      PERMANENT PARCEL NUMBER: 18-32-452-006

As described in certificate: 2002-00264, sold October, 2003 and it appearing to the County Board that it would be in the best interest of the County to dispose of its interest in said property,

WHEREAS, JAMES WASSON, has bid \$639.00 for the County’s interest, such bid having been presented to the County Board at the same time it has been determined by the County Board and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$250.00 as a return for its Certificate of Purchase. The Recorder of Deeds shall receive \$39.00 for recording. The remainder being the monies due the Agent under his contract for services. The total paid by the Purchaser is \$639.00.

THEREFORE, the DeKalb County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF DEKALB COUNTY, ILLINOIS, that the Chairman of the Board of DeKalb County, Illinois, be authorized 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, on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of DeKalb County, Illinois, to be disbursed according to law. This resolution is 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 20<sup>th</sup> day of June, 2007.

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
CHAIRMAN

## RESOLUTION

R2007-39

WHEREAS, Illinois State Statutes provide for the realignment of precinct boundaries by County Boards, and

WHEREAS, it is the goal of such realignments to balance to the extent possible, the number of registered voters residing in said precincts, and

WHEREAS, it has been recommended by the DeKalb County Clerk that due to population shifts and growth, certain precinct boundaries within the County of DeKalb be realigned as noted in the attached recommendation which is hereby incorporated into this resolution by reference.

NOW, THEREFORE, BE IT RESOLVED, that the DeKalb County Board does approve the proposed precinct realignment, resulting in changes noted in the attached recommendation, to precincts :CO-05, CO-08 (newly created),DK-28, DK-29and DK21 (to correct a scrivener's error). Said precinct line changes will be effective for the February 5, 2008 Primary Election.

PASSED AT SYCAMORE, ILLINOIS, THIS 20<sup>th</sup> DAY OF JUNE, 2007

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

ATTEST:

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

*Sharon L. Holmes*  
*DeKalb County Clerk & Recorder*

110 E. Sycamore Street ♦ Sycamore, IL 60178 ♦ 815/895-7149

DATE: June 2007  
TO: County Board Members  
FROM: Sharon L. Holmes, County Clerk  
RE: Precinct Line Changes

The Illinois State Statutes provide for the splitting of precincts or the re-alignment of precinct lines by the County Board. This is generally done when any precinct becomes too large to be manageable on election day. With this in mind, I am recommending that the County Board make adjustments in precinct lines involving 4 precincts. One of these precincts has grown to the degree that it needs to be split. In another area one precinct is 'land locked' while the precinct adjacent has experienced growth and the proposal is to move some voters to the smaller precinct in an attempt to create a more equal size.

The intent of this proposal is to adjust the lines of the precincts involved prior to the time that precinct committeemen candidates will be circulating petitions in the fall of 2007. New maps will need to be created by the GIS department for the candidates needing them.

The precinct line changes would be in effect for the February Primary of 2008 when the precinct committeemen are elected.

Attached are the proposed changes. If you have any questions after reading the attached materials, please feel free to contact me.

**DeKALB COUNTY**  
**PRECINCT LINE CHANGES - JUNE, 2007**  
Proposal / Rationale / Recommendation

CORTLAND TOWNSHIP

PRECINCTS CO-05 and CO-08 (to be created)

We propose to split CO-05 precinct into two precincts due to the considerable growth in the Town of Cortland North of Pleasant St. and in the City of Sycamore South of the park and East of Somonauk St.. Currently there are 1273 registered voters in the precinct. The state law suggests splitting when there are 800 + voters. The recommendation is to split the precinct North to South along the center line of Somonauk Rd.. This would result in approximately 700 voters in the West precinct (CO-05) and 500+ voters in the East precinct which is the newly proposed (CO-08).

PRECINCTS DK-28 and DK-29

Currently DeKalb precinct DK-28 is 'land locked.' There are 261 voters in this precinct with no growth possibilities. The proposal is to move 362 voters from DK-29 that reside between S. Fourth St. and S. Seventh St. on the North side of Taylor St. This change will give DK-28 - 623 voters and leave 614 voters in DK-29.

PRECINCT DK-21

This precinct description was re-written for the sole purpose of correcting a scrivener's error.

**CO-05**

June 2007

Cortland Township Precinct CO-05 is hereby amended to contain the following described territory:

Beginning at the Northwest corner of Section 7 of Cortland Township and commencing Southerly along the West line of Cortland Township to the point of intersection with the centerline of W. Cortland Center Rd. (if said road was extended west beyond N. Loves Rd to the West Cortland Township line), thence Easterly along said extended line to the center line of West Cortland Center Rd and continuing Easterly to the center line of Somonauk Rd., thence Northerly along the center line of Somonauk Rd. to the point of intersection with the center line of Bethany Rd., thence Westerly along the center line of Bethany Rd. to the point of beginning at the NW corner of Section 7 of Cortland Township.

**CO-08**

June 2007

Cortland Township Precinct CO-08 is hereby created to contain the following described territory:

Beginning at the Northeast corner of Cortland Township (aka the NE corner of section 1 of said township) and commencing Westerly along the Northern township line to its point of intersection with the east boundary of Farmington Glen Estates, thence Southerly along said eastern boundary and continuing southerly along the east boundary of the Turner Addition (of the city of Sycamore) to its point of intersection with Becker Place, thence Westerly along the center line of Becker Place to its intersection with the center line of Somonauk St., thence southerly along the center line of Somonauk St. to its point of intersection with the center line of Pleasant St. (aka E. Cortland Center Rd.), thence Easterly along the center line of Pleasant St. (E. Cortland Center Rd.) to its point of intersection with the Eastern boundary of Cortland Township (also known as E. County Line Rd.), thence northerly along the Eastern Boundary of Cortland Township to the point of beginning.

**DK - 28**

June 2007

DeKalb Township Precinct 28 is hereby amended to contain the following described territory:

Beginning at the intersection of the center line of Fourth Street and the center line of the Chicago & Northwestern Railroad tracks, thence easterly along the center line of said railroad to the center line of Seventh St, thence southerly along the center line of Seventh Street to its point of intersection with the center line of East Taylor Street, thence West along the center line of East Taylor Street to the center line of South Fourth Street, thence northerly along the center line of South Fourth Street to the point of beginning.



**DK-21**

June 2007

DeKalb Township Precinct DK-21 is hereby amended to correct a previous scrivener's error and contains the following described territory :

Beginning at the Northeast corner of Section one of DeKalb Township and commencing Westerly along said North Township line to its point of intersection with Five Points Road (North First Street), thence Southerly along the center line of Five Points Road to its point of intersection with Bethany Road, thence Easterly along the center line of Bethany Road to its point of intersection with the East Township line of DeKalb township, thence Northerly along the East Township line to the Northeast corner of Section one of DeKalb Township, the point of beginning.

**RESOLUTION**  
**#R2007-40**

Whereas, the DeKalb County Board, and the State of Illinois has determined that it is in the best interests of the citizens of DeKalb County to stimulate commercial and industrial development within DeKalb County, and

Whereas, Custom Aluminum and Casco Industries is asking the DeKalb County Board to consider and act favorably upon a proposal to participate with other taxing bodies in an economic incentive policy including a tax abatement program intended to stimulate industrial development within Genoa and within the jurisdiction of DeKalb County, and

Whereas, Castoro Genoa, LLC, a Florida limited liability company, (Custom Aluminum and Casco Industries) will occupy the industrial building at 312 Eureka Street on the former property of AG Communication Systems (AGCS) located along the east side of Eureka/Brown Street and north of the I.C.E. Railway in the jurisdiction of DeKalb County, and

Whereas, on June 13, 2007, the Economic Development Committee reviewed information on the Custom Aluminum/Casco Industries project within the City of Genoa and DeKalb County has determined that this project is, in the opinion of this Committee, appropriate for the Board to consider for participation in the three-year tax abatement program, and

Whereas, Custom Aluminum and its Casco Industries Division have acquired the former AG Communication Systems manufacturing facility which consists of approximately 300,000 square feet in size, and with the economic incentive assistance will expand operations at this location that will create 50 jobs, and

Whereas, the private property owners, Castoro Genoa, LLC, a Florida limited liability company, has acquired this previously vacant property and would expand manufacturing operations, and that Castoro Genoa, LLC, a Florida limited liability company is responsible for the payment of real estate taxes for the land and building, and

Whereas, the DeKalb County Board will adopt this abatement resolution for this project provided:

- a.) Custom Aluminum/Casco Industries does continuously occupy the project as outlined herein during the three-year abatement period or complies with the repayment provisions outlined in 35 ILCS 200/18-183.
- b.) That the abatements are limited to this specific project for a term not to exceed three years following completion and occupancy of the structure and are limited to 67% of the taxes in the first full tax year; 67% of the taxes in the second full tax year; and 67% of the taxes in the third full tax year.

- c.) That Castoro Genoa, LLC, a Florida limited liability company shall pay the abated taxes if it fails to occupy the building at 312 Eureka Street and maintain employment of at least 50 persons for three years from the first anniversary of occupancy of the building.

NOW, THEREFORE, BE IT RESOLVED, that DeKalb County Board does concur in the tax abatement incentive program for Custom Aluminum and Casco Industries within the City of Genoa and DeKalb County. The partial, temporary abatement of taxes as outlined above shall be calculated by the County Clerk in each of the first three full tax assessment years following occupancy after the County Clerk has determined the value of the property; and the County Clerk is hereby directed to abate said taxes in accordance with this resolution.

PASSED AT SYCAMORE, ILLINOIS THIS 20<sup>TH</sup> DAY OF JUNE, 2007, A.D.

ATTEST

SIGNED

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

\_\_\_\_\_  
Ruth Anne Tobias, Chairman

**DK - 29**

June 2007

DeKalb Township Precinct DK-29 is hereby amended to contain the following described territory:

Beginning at the intersection of the center line of Taylor Street and the center line of South Fourth Street, thence Southerly along the center line of South Fourth Street to the centerline of Gurler Road, thence Easterly along the center line of Gurler Road to the center line of Webster Road, thence Northerly along the center line of Webster Road to the center line of Lincoln Highway (State Route 38), thence Westerly along the center line of Lincoln Highway to the center line of the Chicago & Northwestern Railroad Tracks, thence Southerly to the intersection of South Seventh Street and Fairview Drive, thence Northerly along the center line of South Seventh Street to the center line of Taylor Street, thence Westerly to the center line of South Fourth Street the place of beginning.

# RESOLUTION

## R2007-41

WHEREAS, the County's fiscal year runs each twelve month period from December 1<sup>st</sup> through November 30<sup>th</sup>, and

WHEREAS, the Finance Committee of the DeKalb County Board has considered a proposal to change the fiscal year so that it starts each January 1<sup>st</sup> and ends each December 31<sup>st</sup>, and

WHEREAS, the State's Attorney's Office has reviewed the Illinois Statutes and has determined that the Statutes do allow County Governments the option to change their fiscal year, and

WHEREAS, the operating departments in DeKalb County have been contacted regarding this possible change to identify any major hindrances that would impact the operation of their department should this change be made and it is noted that only minor inconveniences during the transition period have been identified, and

WHEREAS, the external auditors for DeKalb County have been contacted regarding this possible change to identify any major concerns or costs associated with this change and none were identified, and

WHEREAS, the Finance Committee has now considered all the above and has made a recommendation that the fiscal year should be changed so that the first full new fiscal year will start January 1, 2008 and said Committee further acknowledges that to make this transition to a new fiscal year that a subsequent resolution will need to be assembled to extend appropriations, as necessary, for FY 2007 by one month;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the County's fiscal year will change to a beginning date of January 1<sup>st</sup> and an ending date of December 31<sup>st</sup> and that said change will occur by extending the end of the 2007 fiscal year from November 30, 2007 to December 31, 2007.

PASSED AT SYCAMORE, ILLINOIS THIS 20<sup>TH</sup> DAY OF JUNE 2007.A.D.

ATTEST:

SIGNED:

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Sharon L. Holmes  
County Clerk

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Ruth Anne Tobiasx  
Chairman

**RESOLUTION**  
**R2007-42**

WHEREAS, the Forest Preserve's fiscal year runs each twelve month period from December 1<sup>st</sup> through November 30<sup>th</sup>, and

WHEREAS, the Forest Preserve Committee of the DeKalb County Board has considered a proposal to change the fiscal year so that it starts each January 1<sup>st</sup> and ends each December 31<sup>st</sup>, and

WHEREAS, the State's Attorney's Office has reviewed the Illinois Statutes and has determined that the Statutes do allow the option to change their fiscal year, and

WHEREAS, the Forest Preserve Superintendent has been contacted regarding this possible change to identify any major hindrances that would impact the operation of their department should this change be made and it is noted that only minor inconveniences during the transition period have been identified, and

WHEREAS, the external auditors for the DeKalb County Forest Preserve District have been contacted regarding this possible change to identify any major concerns or costs associated with this change and none were identified, and

WHEREAS, the Forest Preserve Committee has now considered all the above and has made a recommendation that the fiscal year should be changed so that the first full new fiscal year will start January 1, 2008 and said Committee further acknowledges that to make this transition to a new fiscal year that a subsequent resolution will need to be assembled to extend appropriations, as necessary, for FY 2007 by one month;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Forest Preserve Commission that the Commission's fiscal year will change to a beginning date of January 1<sup>st</sup> and an ending date of December 31<sup>st</sup> and that said change will occur by extending the end of the 2007 fiscal year from November 30, 2007 to December 31, 2007.

PASSED AT SYCAMORE, ILLINOIS THIS 20<sup>TH</sup> DAY OF JUNE 2007.A.D.

ATTEST:

SIGNED:

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Sharon L. Holmes  
County Clerk

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Ruth Anne Tobiasx  
Chairman

RESOLUTION  
R2007-43

Whereas, the DeKalb County Board Chairman in cooperation with the Mayors of DeKalb and Sycamore, Illinois has announced a cooperative effort to fund research into the availability of groundwater throughout the County of DeKalb, Illinois, and

Whereas, the Chairman of the DeKalb County Board has asked the Finance Committee to consider recommending an appropriation not to exceed \$10,000.00 from the County's Special Projects Fund to assist the Regional Planning Commission in the conduct of such a study, and

Whereas, the appropriation from the County will be matched by the cities of DeKalb and Sycamore and will be used to hire scientific staff to assist the RPC in conducting the study, and

Whereas, the Finance Committee having weighed the burdens and benefits of recommending such an appropriation does find that such a cooperative venture to be in the best interests of the citizens of DeKalb County and does hereby recommend said appropriation to the County Board of DeKalb County.

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does concur in the recommendation of the DeKalb County Finance Committee and does hereby appropriate the sum of \$10,000.00 to be retained by the Deputy County Administrator for the benefit of the Regional Planning Commission to carry out scientific review of the County's groundwater aquifers. Said appropriation is contingent upon the passage of a similar appropriation by both the City of Sycamore and the City of DeKalb.

PASSED AT SYCAMORE, ILLINOIS THIS 20<sup>TH</sup> DAY OF JUNE 2007 A.D.

ATTEST:

SIGNED:

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Sharon B. Holmes  
County Clerk

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Ruth Anne Tobias  
Chairman

# Resolution R2007-44

Authorizing application for and execution of a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, the provision of specialized paratransit service is essential to the transportation of elderly, disabled and other transportation disadvantaged persons; and

WHEREAS, The Illinois Department of Transportation's general authority to make such Grants, makes funds available to offset certain capital costs of a private non-profit or a IDOT Certified Public Provider transportation system providing specialized paratransit service; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DeKalb County:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under The Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain Elderly and Disabled Transportation Program capital costs of DeKalb County.

Section 2. That the Deputy County Administrator, an employee or board member of DeKalb County, is hereby authorized and directed to execute and file such application on behalf of DeKalb County.

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

Section 4. That the Deputy County Administrator of the DeKalb County is hereby authorized and directed to execute and file on behalf of the DeKalb County any grant agreement pursuant to said application

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Signature of Official

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



**Resolution  
R2007-45**

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF *DeKalb County*:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of *DeKalb County*.

Section 2. That while participating in said operating assistance program *DeKalb County* will provide all required local matching funds.

Section 3. That *the Deputy County Administrator of DeKalb County* is hereby authorized and directed to execute and file on behalf of *DeKalb County* such application.

Section 4. That the *Deputy County Administrator of DeKalb County* is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That *the Deputy County Administrator of DeKalb County* is hereby authorized and directed to execute and file on behalf of *DeKalb County* all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 6. That *the Deputy County Administrator of DeKalb County* is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Acceptance of the Special Warranty  
R2007-46**

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DeKalb County:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, DeKalb County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the DeKalb County Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.  
Officer or Official of Applicant

\_\_\_\_\_  
Signature of Authorized Official

Deputy County Administrator  
Title

\_\_\_\_\_  
Date

## **SPECIAL SECTION 5333(b) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311:

### A. General application

The Public Body ("DeKalb County") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

### B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or

displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.

(2) (a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2) (b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2) (c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the applications of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)1, the public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefor, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights or any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by an upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

### C. Waiver

As part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

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<sup>1</sup>Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such

arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employments which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1887 ( 24 Stat. 379), as amended]. Return to original reference point.

2 For purposes of this warranty agreement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975 are to be omitted.

**RESOLUTION**  
**R2007-47**

**WHEREAS**, the Illinois Highway Code allows a County with qualified staff to enter into an “Agreement of Understanding” with the Illinois Department of Transportation; and

**WHEREAS**, DeKalb County currently has an agreement with the Illinois Department of Transportation for maintenance and construction of those DeKalb County roads funded with Motor Fuel Tax funds; and

**WHEREAS**, the Illinois Department of Transportation and DeKalb County have determined it advantageous to continue that agreement of those DeKalb County roads funded with Motor Fuel Tax funds; and

**WHEREAS**, this granting will allow the DeKalb County Highway Department to continue with the responsibility in administering those County highways funded with Motor Fuel Tax funds; and

**WHEREAS**, this granting will continue to foster the cooperation between governmental agencies needed to work together for the common good of DeKalb County residents.

**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Board that it does authorize its chairperson to sign the appropriate documents entering into an agreement with the Illinois Department of Transportation.

**PASSED AT SYCAMORE, ILLINOIS THIS 20th DAY OF JUNE, 2007 A.D.**

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Chairperson, DeKalb County Board

ATTEST:

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County Clerk



**RESOLUTION  
R2007-48**

**WHEREAS**, bids have been invited for improvements on Crego Road in DeKalb County; and

**WHEREAS**, Curran Contracting Company of DeKalb, Illinois has submitted the low and sole bid meeting specifications; and

**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Board that it does approve the award as set forth herein below:

**CURRAN CONTRACTING:**

- (a) in the amount of one hundred fifty three thousand five hundred seventy-five dollars and fifteen cents (\$153,575.15) for the hot mix resurfacing of Crego Road located in Afton Road District, under Section 07-01000-01-GM;

**PASSED AT SYCAMORE, ILLINOIS THIS 20th DAY OF JUNE, 2007 A.D.**

\_\_\_\_\_  
Chairperson, DeKalb County Board

ATTEST:

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

**RESOLUTION**  
R2007-49

**WHEREAS**, bids have been invited by the County of DeKalb for provision of one (1) ¾ ton 4x4 extended cab long box pick-up truck as specified, and

**WHEREAS**, Mike Mooney, Inc. of DeKalb, Illinois has submitted the low and sole bid meeting specifications, for the provision of said item;

**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Board that it does approve the award as set forth below:

**MIKE MOONEY, INC.**

(a) Provision of one (1) new ¾ ton 4x4, extended cab long box pick-up truck as specified in the amount of twenty-three thousand four hundred ninety-five dollars and zero cents (\$23,495.00).

**PASSED AT SYCAMORE, ILLINOIS THIS 20TH DAY OF JUNE, 2007 A.D.**

\_\_\_\_\_  
Chairperson, DeKalb County Board

ATTEST:

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

**RESOLUTION**  
**R2007-50**

**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 Cherry Valley Road Bridge (CH 21), FAS 1122, structure Number 19-3000 said improvement to be designated as Section 04-00206-00-BR and estimated to cost nine hundred ninety-six thousand four hundred twenty-seven dollars and zero cents (\$996,427.00) with the local reimbursement share to be four hundred twenty six thousand nine hundred two dollars (\$426,902.00).

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

**PASSED AT SYCAMORE, ILLINOIS THIS 20<sup>TH</sup> DAY OF JUNE, 2007 A.D.**

\_\_\_\_\_  
Chairperson, DeKalb County Board

ATTEST:

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

RESOLUTION  
R2007-51  
Amended

Whereas, the DeKalb County Board has determined that it is in the best interests of the citizens of DeKalb County to participate in economic development in order to broaden the tax base, and increase job opportunities, and

Whereas, the DeKalb County Board has supported a local economic development effort led by DeKalb County Economic Development Corporation, a public-private economic development marketing organization, and

Whereas, the DeKalb County Board recognizes the mutual benefits of participating in regional economic development to collaborate for greater regional prosperity, and

Whereas, the Metropolitan Economic Growth Alliance of Chicago, comprised of the 10 Metro Chicago county economic development organizations, including World Business Chicago, and the Economic Development Department of Commonwealth Edison, along with other possible investors, is proposed to provide regional expertise on economic growth and development issues and will ultimately conduct proactive regional marketing to outside investors, and

Whereas, the Director of the Illinois Department of Commerce and Economic Opportunity is suggested to participate as the State of Illinois' economic development representative, and

Whereas, the State is requested to provide start up and ongoing financial support for this effort in connection with **proposed fund raising** from within the region.

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board recommends that the Governor and the Illinois Department of Commerce and Economic Opportunity support and participate in the organization of the Metropolitan Economic Growth Alliance (MEGA) of Chicago

BE IT FURTHER RESOLVED that the Governor and the Illinois Department of Commerce and Economic Opportunity give favorable consideration to a grant to MEGA to assist with the start up of the organization, and furnish part of the ongoing, long term financial support of MEGA.

PASSED AT SYCAMORE, ILLINOIS THIS 20<sup>th</sup> DAY OF JUNE, 2007 A.D.

ATTEST:

SIGNED:

\_\_\_\_\_  
Sharon Holmes  
County Clerk

\_\_\_\_\_  
Ruth Anne Tobias  
County Board Chairman