

RESOLUTION 2008-03

WHEREAS, the DeKalb County Forest Preserve District Superintendent has reviewed the 2007 Fiscal Year Budget expenditures and revenues and has now identified a need for transfers and appropriations, and

WHEREAS, the DeKalb County Forest Preserve Committee has reviewed and unanimously approved these requests and determined them to be necessary for the operations of the Forest Preserve District; and

NOW, THEREFORE, BE IT RESOLVED, the DeKalb County Forest Preserve District Commissioners approve the year end appropriations and budget transfers as set forth on the attached pages.

PASSED AT SYCAMORE, ILLINOIS, THIS 20TH DAY OF February, 2008 A.D.

President, DeKalb County Forest
Preserve District

ATTEST:

Secretary, DeKalb County Forest Preserve District

RESOLUTION

#R2008 - 04

Whereas, the County of DeKalb has an obligation to provide for the detention of juvenile offenders, and

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

Whereas, it has been the past practice of DeKalb County to enter into Intergovernmental Agreements with other counties to provide such services, and

Whereas, DeKalb County is a member of the Sixteenth Judicial Circuit and has a long history of cooperation with Kane County, another member of the Sixteenth Judicial Circuit, and

Whereas, for some time the Counties of Kane and DeKalb have, through written agreements, shared juvenile detention facilities to their mutual benefit and to the benefit of their citizens and taxpayers, and

Whereas, the current agreement between Kane and DeKalb County is anticipated to expire sometime during the coming year, and

Whereas, both Counties desire to continue this mutually beneficial relationship and share the facility owned and operated by the County of Kane and have negotiated an Intergovernmental Agreement attached to this Resolution and does direct the Chairman to execute same and transmit it to the County of Kane.

PASSED AT SYCAMORE, ILLINOIS THIS 20TH DAY OF FEBRUARY 2008, A.D.

ATTEST:

SIGNED:

Sharon Holmes,
County Clerk

Ruth Anne Tobias
Chairman, DeKalb County Board

STATE OF ILLINOIS)
) SS
COUNTY OF DEKALB)

**RESOLUTION R2008-05
INTERGOVERNMENTAL AGREEMENT
REGARDING
CITY OF DEKALB WELL SITE 15**

WHEREAS, the County of DeKalb and the City of DeKalb are units of local governments, organized under Article VII of the Constitution of the State of Illinois; and

WHEREAS, pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, the undersigned units of local government desire to agree and associate themselves for the purposes enumerated herein and to exercise, combine and/or transfer powers and functions in any manner not prohibited by law or ordinance; and

WHEREAS, the undersigned units of local government also qualify as “public agencies” under the terms of the State of Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.*, and, as such, may wish to exercise jointly such powers, privileges and authorities, which they may exercise individually, including but not limited to, powers enumerated specifically in this Intergovernmental Agreement; and

WHEREAS, the County of DeKalb, organized under the Counties Code, 55 ILCS 5, *et seq.*, and the City of DeKalb, organized under the Municipal Code, 65 ILCS 5, *et seq.*, enjoy certain authorities related to zoning and building; and

WHEREAS, the City of DeKalb has erected a certain well site, commonly known as Well Site 15, on a parcel of real property located on Nelson Road in the County of DeKalb and legally described as shown in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the County of DeKalb and the City of DeKalb desire to transfer the zoning and building regulation authorities from the County to the City for the subject property, in order to allow for consistent construction, occupation, use and regulation of the said Well Site 15;

NOW THEREFORE, BE IT RESOLVED, that the undersigned parties do hereby agree that as of the effective date of this Agreement and *nunc pro tunc* to June 1998, the zoning and building regulations of the City of DeKalb shall apply and be in authority and force for the property located on Nelson Road, commonly known as Well Site 15, DeKalb County, Illinois, legally described as set forth in Exhibit “A,” attached hereto and made a part hereof.

PASSED AT SYCAMORE AND DEKALB, ILLINOIS, THIS _____ DAYS OF _____, 2007.

RUTH ANNE TOBIAS
Chairman, County of DeKalb

FRANK VAN BUER
Mayor, City of DeKalb

ATTEST:

ATTEST:

County Clerk

City Clerk

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 966.0 FEET FOR A POINT OF BEGINNING; THENCE EASTERLY, AT RIGHT ANGLE TO SAID WEST LINE, 141.0 FEET; THENCE NORTHERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 120.0 FEET; THENCE WESTERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, 141.0 FEET TO SAID WEST LINE; THENCE SOUTHERLY, AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, ALONG SAID WEST LINE, 120.0 FEET TO THE POINT OF BEGINNING, CONTAINING 0.39 ACRES, ALL IN DEKALB TOWNSHIP, DEKALB COUNTY, ILLINOIS.

PIN: 08-17-300-006

RESOLUTION

R2008-06

WHEREAS, DeKalb County Government did enter into a lease agreement with the DeKalb County Public Building Commission to cover the cost of repayment (principal, interest, and administrative costs) of the December 1, 1997 \$11,800,000 Health Facility Bond Issue, and

WHEREAS, the 1997 Health Facility Bond Issue was refinanced in 2005 and the bonds associated with the original 1997 issue have been retired, but that the bonds issued in the 2005 re-financing are still outstanding and owing, and

WHEREAS, it was anticipated that these bonds would be retired mainly by revenues generated by the operation of the DeKalb County Rehab and Nursing Center and, to a lesser degree, a property tax levy by the County with a subsequent rental payment to the Public Building Commission, and

WHEREAS, it is mandated that in the event that non-property tax revenues are not sufficient to retire the debt, property taxes would be used to pay same, and

WHEREAS, the DeKalb County Clerk has been directed to automatically levy a property tax for the 2005 Re-Financing in each of the Tax Years 2007 through 2015 (payable 2008 through 2016) to fund this debt retirement, and

WHEREAS, DeKalb County Government may abate this property tax levy each year if sufficient monies are available in designated funds prior to the time the County Clerk extends taxes for the ensuing year, and

WHEREAS, the Finance Committee of the County Board has determined that as of January 1, 2008 the County Treasurer does have on deposit sufficient monies to make the required lease rental payments which come due from November 1, 2008 through October 31, 2009, inclusive, and

WHEREAS, the County Board does desire to abate a portion of the property tax levy for the 2007 Tax Year that would be required to be levied for the Nursing Home's share of the lease payment for the twelve month period ending October 31, 2009;

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that a portion of the \$977,385 property tax levy for the 2007 Tax Year, which was levied for the lease agreement for the retirement of the debt on the 2005 Health Facility Re-Financing Bond Issue, is hereby abated in the amount of \$527,385, and that a certified copy of this resolution should be filed with the DeKalb County Clerk within fifteen days.

PASSED AT SYCAMORE, ILLINOIS, THIS 20TH DAY OF FEBRUARY, 2008, A.D.

ATTEST:

Chairman, DeKalb County Board

County Clerk

RESOLUTION

R2008-07

WHEREAS, Article 7 of the Illinois Pension Code (40 ILCS 5/7 -139) provides that the governing body of a governmental unit may elect to allow up to four years of service credit in the Illinois Municipal Retirement Fund (IMRF) to members who served in the armed forces of the United States for all periods of such service prior to their participation in IMRF or whose participation was interrupted by military leave but did not return to IMRF participation within 90 days of discharge, and

WHEREAS, such allowance of service credit cannot be limited to a specific IMRF member and applies to all employees who were in active participating status under IMRF on the date this resolution was adopted;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board elects to allow up to four years of IMRF service credit to members who served in the armed forces of the United States based on like years of military service that was either prior to their participation in the Illinois Municipal Retirement Fund or where their IMRF service was interrupted by military leave and the member did not return to IMRF participation within 90 days of discharge. This resolution is not limited to a specific military operation.

BE IT FURTHER RESOLVED, that the DeKalb County Clerk shall file a certified copy of this resolution with the Board of Trustees of the Illinois Municipal Retirement Fund and that this resolution shall remain in full force and effect until modified or rescinded and notice of such modification or rescission has been filed with the Board of Trustees of the Illinois Municipal Retirement Fund.

PASSED AT SYCAMORE, ILLINOIS THIS 20TH DAY OF FEBRUARY 2008, A.D.

ATTEST:

SIGNED:

Sharon Holmes,
County Clerk

Ruth Anne Tobias
Chairman, DeKalb County Board

R E S O L U T I O N
R2008-08

WHEREAS, the Finance Committee of the DeKalb County Board is aware of a change in Federal Law pertaining to Flexible Benefit (Cafeteria) plans which allows for the establishment of a grace period for employees where they may incur expenses beyond each plan year, and

WHEREAS, the Finance Committee has reviewed the changes necessary to create that grace period and has now recommended that the County Board adopts said changes;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the DeKalb County Flexible Benefit (Cafeteria) Plan is amended, as documented in the attached Exhibit A, beginning with the 2008 Flexible Benefit Year which began January 1, 2008 and that the proper officers are hereby authorized and directed to execute and deliver this amendment to the Administrator of the Plan.

BE IT FURTHER RESOLVED, that the proper officers shall act as soon as possible to notify employees of the adoption of this Amendment by delivering to each employee a copy of the summary description of the changes to the Plan in the form of the Summary Plan Description - Material Modification as attached to this Resolution as Exhibit B.

PASSED AT SYCAMORE, ILLINOIS THIS 20TH DAY OF FEBRUARY 2008, A.D.

ATTEST:

SIGNED:

Sharon Holmes,
County Clerk

Ruth Anne Tobias,
Chairman, DeKalb County Board

EXHIBIT A

AMENDMENT FLEXIBLE BENEFIT (CAFETERIA) PLAN DEKALB COUNTY GOVERNMENT EFFECTIVE BEGINNING JANUARY 1, 2008

1. Article I entitled "DEFINITIONS," is amended by the addition of the following definition:

"Grace Period" means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses/ Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

2. The Section entitled "Health Care Reimbursement Plan Claims" in the Article entitled "HEALTH CARE REIMBURSEMENT PLAN" is amended by the addition of the following subsection:

Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates. The time for submission of claims incurred during the Plan Year and the Grace Period for such Plan Year shall be 90 days after the end of the Grace Period.

3. The Section entitled "Dependent Care Assistance Program Claims" in the Article entitled "DEPENDENT CARE ASSISTANCE PROGRAM" is amended by the addition of the following subsection:

Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates. The time for submission of claims incurred during the Plan Year and the Grace Period for such Plan Year shall be 90 days after the end of the Grace Period.

EXHIBIT B

AMENDMENT FLEXIBLE BENEFIT (CAFETERIA) PLAN DEKALB COUNTY GOVERNMENT EFFECTIVE BEGINNING JANUARY 1, 2008

I INTRODUCTION

DeKalb County has amended your Flexible Benefit (Cafeteria) Plan as of January 1, 2008.

This is merely a summary of the most important changes to the Plan. If you have any questions, contact your Plan's Administrator. A copy of the Plan, including this amendment, is available for your inspection. If there is any discrepancy between the terms of the Plan or the amendment itself and this summary of material modifications, the provisions of the Plan, as amended, will control.

II SUMMARY OF CHANGES

Claims Payment

Under our current Plan, to receive reimbursement from the Plan you must incur an eligible medical/dependent care expense during the Plan Year, which begins January 1 and ends December 31. Amounts remaining in the account after the end of the Plan Year are forfeited. Due to changes in the law, effective as January 1, 2008 expenses that you incur on or before the 15th day of the third month after the end of a Plan Year, will now also be deemed to have been incurred during the Plan Year. This time after the end of the Plan Year is known as the "grace period."

In order to be eligible for reimbursement of any expenses, you must submit your claim within 90 days after the end of the applicable grace period. This means that expenses for a Plan Year, including the grace period, must be submitted by June 15th of the following year.

For example, assume you elect an annual benefit under the Health Care Reimbursement Plan of \$1,200. As of the end of the Plan Year, you have only incurred \$1,000 of eligible expenses. Prior to the amendment of the Plan, you would forfeit \$200. However, under the new Plan provision, any eligible expenses incurred during the "grace period" will be treated as having been incurred in both the Plan Year in which the expense was incurred as well as the preceding Plan Year. Thus, in this example, if you incur an eligible expense of \$500 during the "grace period," \$200 of the expense would be treated as having been incurred during the prior Plan Year (i.e., you would not forfeit the \$200 balance that remained at the end of the Plan Year), and the

remainder of the expense (\$300) would be treated as having been incurred during the Plan Year in which the expense was actually incurred.

R E S O L U T I O N
R2008-09

WHEREAS, bids have been invited for improvements on various road projects in DeKalb County, and

WHEREAS, Road Oil Service, from Granville, Illinois has submitted the low bid meeting specifications,

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve the award as set forth herein below pending Illinois Department of Transportation (IDOT) approval:

ROAD OIL, INC:

(a) in the amount of one million three hundred seven thousand one hundred forty-four dollars and zero cents (\$1,307,144.00) for the seal coating of various roads on both the County and Road District road systems, identified as section number 08-XX000-XX-GM.

PASSED AT SYCAMORE, ILLINOIS THIS 20TH DAY OF FEBRUARY, 2008 A.D.

Chairperson, DeKalb County Board

ATTEST:

County Clerk

R E S O L U T I O N
R2008-10

WHEREAS, bids have been invited for improvements on various roads in DeKalb County, and

WHEREAS, Macklin, Inc. of Rochelle, Illinois and Fisher Excavating, Inc of Freeport, Illinois have submitted the low bids meeting specifications,

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

MACKLIN, INC:

(a) in the amount of forty two thousand sixty-six dollars and zero cents (\$42,066.00) for 5,400 tons of aggregate surface course spread on road on Twombly Road in Malta Road District, Section 08-08000-01-GM; and

FISHER EXCAVATING, INC:

(a) in the amount of eighteen thousand seven hundred twenty-five dollars and zero cents (\$18,725.00) for 2,500 tons of aggregate surface course spread on road on Bend and Sleepy Hollow Roads in Paw Paw Road District, Section 08-11000-01-GM.

PASSED AT SYCAMORE, ILLINOIS THIS 20th DAY OF FEBRUARY, 2008 A.D.

Chairperson, DeKalb County Board

ATTEST:

County Clerk

R E S O L U T I O N
R2008-11

WHEREAS, the County of DeKalb, acting through its County Board and the Afton Road District, acting through its Township Highway Commissioner, have mutually determined that it is in the interest of each party to transfer jurisdiction of South First Street from Gurler Road and proceeding southwesterly to Perry Road, a distance of 17,476 feet or 3.31 miles located in T. 39 N, R. 4 E of the Third Principal Meridian, and

WHEREAS, the Afton Road District and DeKalb County have agreed to jointly execute an agreement to transfer the jurisdiction of said road to DeKalb County; and

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that South First Street from Gurler Road and proceeding southwesterly to Perry Road, a distance of 17,476 feet or 3.31 miles located in T. 39 N, R. 4 E of the Third Principal Meridian, and with Department of Transportation approval, be transferred to DeKalb County and removed from the Afton Road District Road System.

BE IT FURTHER RESOLVED, by the DeKalb County Board that it does authorize its Chairperson to enter into an agreement with the Afton Road District for the jurisdictional transfer of the above-mentioned road.

PASSED AT SYCAMORE, ILLINOIS THIS 20TH DAY OF FEBRUARY, 2008 A.D.

ATTEST:

Chairperson, DeKalb County Board

County Clerk



Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality:
Township/Road District: Afton	Township/Road District:
County:	County: DeKalb

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name South First Street Route TR-124 Length 17,476. FT (3.31 miles)
Termini Gurler Road, southwesterly 3.31 miles to Perry Road in its entirety, located in T.39N. R.4E

This transfer ☐ does ☒ does not include Structure No. NA

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: Approval of IDOT

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Map

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Cliff Hammett

Name Ruth Anne Tobias

Title Afton Road District Commissioner
Chairman County Board/Mayor/Village President/etc.

Title Chairperson, DeKalb County Board
Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

Director of Highways

Date

R E S O L U T I O N
R2008-12

WHEREAS, the County of DeKalb, acting through its County Board and the DeKalb Road District, acting through its Township Highway Commissioner, have mutually determined that it is in the interest of each party to transfer jurisdiction of South First Street from Gurler Road and proceeding northeasterly for a distance of 1142.9 feet or 0.216 miles located in T. 40 N, R. 4 E of the Third Principal Meridian, and

WHEREAS, the DeKalb Road District and DeKalb County have agreed to jointly execute an agreement to transfer the jurisdiction of said road to DeKalb County; and

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that South First Street from Gurler Road and proceeding northeasterly for a distance of 1142.9 feet or 0.216 miles located in T. 40 N, R. 4 E of the Third Principal Meridian, and with Department of Transportation approval, be transferred to DeKalb County and removed from the DeKalb Road District Road System.

BE IT FURTHER RESOLVED, by the DeKalb County Board that it does authorize its Chairperson to enter into an agreement with the DeKalb Road District for the jurisdictional transfer of the above-mentioned road.

PASSED AT SYCAMORE, ILLINOIS THIS 20TH DAY OF FEBRUARY, 2008 A.D.

ATTEST:

Chairperson, DeKalb County Board

County Clerk



Local Agency No. 1	(Conveyor)	Local Agency No. 2	(Recipient)
Municipality:		Municipality:	
Township/Road District:	DeKalb	Township/Road District:	
County:		County:	DeKalb

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name South First Street Route FAU-5352 Length 1142.9 FT (0.216 miles)
Termini Gurler Road. northeasterly 1142.9 feet to City of DeKalb limits in its entirety. located in T.40N. - R.4E

This transfer ☐ does ☒ does not include Structure No. NA

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: Approval of IDOT

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Map and County Resolution

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name John Huber

Name Ruth Anne Tobias

Title DeKalb Road District Commissioner
Chairman County Board/Mayor/Village President/etc.

Title Chairperson, DeKalb County Board
Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

Director of Highways

_____ Date

R E S O L U T I O N
R2008-13

WHEREAS, bids have been invited by the County of DeKalb for provision of a snow plow, frame, hydraulic system, dump body, wing and spreader on one new 7400 SBA 6x4 International cab and chassis and one additional spreader as specified, and

WHEREAS, Monroe Truck Equipment of Monroe, Wisconsin has submitted the low bid meeting specifications, for the provision of said items;

NOW, THEREFORE, BE IT RESOLVED, by the DeKalb County Board that it does approve an award in the low bid submitted by the aforementioned vendor for the provision of the specified pieces of equipment.

MONROE TRUCK EQUIPMENT:

A) Provision of one new snow plow, frame, hydraulic system, dump body, wing and two (2) spreaders as specified in the amount of eighty two thousand seven hundred ninety-two and no cents (\$82,792.00).

PASSED AT SYCAMORE, ILLINOIS THIS 20TH DAY OF FEBRUARY, 2008 A.D.

Chairperson, DeKalb County Board

ATTEST:

County Clerk

R E S O L U T I O N

#R2008-15

WHEREAS, DeKalb Fiber Optic, a private-sector infrastructure company, has offered DeKalb County Government, along with the City of DeKalb and the DeKalb School District, the opportunity to participate in a fiber optic cabling project with their firm, and

WHEREAS, this project will add to an existing network of fiber optic cable already in place as the company continues with their goal to complete a fiber optic network throughout the County which will allow those who participate in its construction low cost access to the high speed, high volume network, and

WHEREAS, this fiber optic segment that DeKalb County is invited to participate in will connect from Jefferson Elementary School in DeKalb to the County's Health Facility Campus on the Northeast corner of Annie Glidden and Dresser Roads in DeKalb, as well as the DeKalb Fire Station in the same area and both the (new) DeKalb High School on Dresser Road and Brooks Elementary School on Bethany Road, and

WHEREAS, DeKalb Fiber Optic would be responsible for the construction and physical maintenance of said network and the County, in exchange for their financial participation, would receive a twenty (20) year license and maintenance services,

WHEREAS, it is recognized that said licensing fee will be for the period of twenty years and that there will also be an annual maintenance cost of \$1,650 for the first year, with a 3% annual cost increment thereafter, with both the licensing and the maintenance renewable for one additional term of twenty years, and

WHEREAS, the Finance Committee of the DeKalb County Board has reviewed this proposal and feels that the County will benefit from participation by experiencing substantial cost savings over the next 20 years in connectivity charges for data and voice between the Health Facility Campus and the Sycamore Campus, and

WHEREAS, the Finance Committee feels that the investment of \$105,000 for licensing fees to DeKalb Fiber Optic, as well as approximately \$20,000 in equipment costs to be incurred directly by the County, would be an appropriate use of the County's Opportunity Fund;

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board does hereby approve of the County's participation in DeKalb Fiber Optic's cabling project at the total projected initial cost to the County of \$125,000 which is hereby appropriated from the County's Opportunity Fund and the Chair of the County Board is authorized to sign the applicable contract documents after review by the State's Attorney's Office.

PASSED AT SYCAMORE, ILLINOIS, THIS 20TH DAY OF FEBRUARY 2008, A.D.

ATTEST:

SIGNED:

Sharon Holmes,
County Clerk

Ruth Anne Tobias,
Chairman, DeKalb County Board

**Resolution
#R2008-16**

Whereas: Illinois' Soil and Water Conservation districts are local units of government authorized by Illinois State Statue, and;

Whereas: Each of the 98 Soil and Water Conservation Districts was duly created by local referendum, and;

Whereas: Soil and Water Conservation Districts were not given taxing authority but were intended to be funded by appropriations made by the Illinois General Assembly, and;

Whereas: Soil and Water Conservation Districts provide an invaluable service by coordinating assistance from all available sources, public, private, local, state and federal in an effort to develop locally driven solutions to natural resource concerns, and;

Whereas: Soil and Water Conservation Districts provide services that benefit all citizens of Illinois and the Illinois economy by implementing conservation practices and measures that keep soil on fields, lawns and development sites and out of water bodies, and;

Whereas: Soil and Water Conservation Districts conserve and restore wetlands which purify water, provide habitat for fish, birds and wildlife, protect groundwater resources, and;

Whereas: Soil and Water Conservation Districts assist developers and homeowners in managing the land in an environmentally sensitive manner, and;

Whereas: Soil and Water Conservation Districts reach out to schools, communities and individuals to demonstrate and teach the value of natural resources, and;

Whereas: Soil and Water Conservation Districts hold and maintain permanent conservation easements for the Conservation Reserve Enhancement Program, property that has been bequeathed to them and other covenants and titles to lands that are to remain in a protected state in perpetuity, and;

Whereas: Soil and Water Conservation Districts assist counties, municipalities, watershed groups, organizations, State agencies, federal agencies, corporations and individuals with planning, installation and implementation of plans and practices that benefit society and protect fragile and valuable natural resources, and;

Whereas: Soil and Water Conservation Districts cannot retain staff or maintain an office without funds that are appropriated by the Illinois General Assembly and approved by the Governor of the State of Illinois; and

Whereas: as of this date, Illinois' Soil and Water Conservation Districts have received none of the state funds allocated for soil and water conservation for the current fiscal year;

INTERGOVERNMENTAL AGREEMENT

This Agreement, is made this 20th day of February, 2008, by and between the County of DeKalb, a local unit of government, (hereinafter referred to as "DEKALB COUNTY") and the County of Kane, a local unit of government, (hereinafter referred to as "KANE COUNTY") both organized and existing under the laws of the State of Illinois;

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

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

WHEREAS, the County of Kane and the County of DeKalb are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS the County of DeKalb desires to reserve space for juvenile inmates in order to house them in the Kane County Juvenile Justice Center.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do hereby agree to the following terms and conditions for a period of three (3) years with either party able to exercise an option for an additional one-year period.

As to DeKalb County Juvenile Detention Bed Requirements

- 1.) The Chief Judge of the 16th Judicial Circuit will guarantee DeKalb County seven (7) detention beds, subject to an annual appropriation by the DeKalb County Board, with a per diem charge of \$80, per resident, for the first seven (7) beds.
- 2.) No increase in the per diem charge will be incurred when the population of DeKalb County juveniles exceeds seven (7)

- beds. DeKalb County understands that the additional beds would only be provided if the beds are available.
- 3.) DeKalb County will pay for only those beds used.
 - 4.) The per day cost is subject to adjustment on an annual basis for personnel expense. The total per diem cost may be increased by the same rate as the personnel percentage increase (e.g., if personnel expense increase five percent (5%) the per diem may increase by five percent (5%)).
 - 5.) The terms of this agreement will require DeKalb County to exclusively use Kane County Juvenile Justice Center for DeKalb County detention needs provided availability of bed space at the Kane County Juvenile Justice Center.
 - 6.) The parties will meet on an annual basis to evaluate the terms of this agreement.
 - 7.) Either party may cancel this agreement for juvenile detention beds at the discretion of the parties with sixty (60) calendar day's written notice.

Kane County Board

DeKalb County Board

Chief Judge of the 16th
Judicial Circuit

Presiding Judge
DeKalb County

Therefore: Be it resolved that the DeKalb County Board hereby respectfully request that the Governor authorize the full and immediate release of the \$7.5 million appropriation included in the FY 08 budget for grants to Soil and Water Conservation Districts for administrative and other personnel, for education and promotional assistance, and for expenses of Soil and Water Conservation District Boards and administrative expenses and approximately \$6 million included in the FY 08 budget from the Conservation 2000 Fund or its successor fund, the Partners in Conservation Fund for the Conservation 2000 Program to implement agricultural resource enhancement programs for Illinois' natural resources, including operational expenses.

PASSED AT SYCAMORE, ILLINOIS THIS 20TH DAY OF FEBRUARY 2008, A.D.

ATTEST:

SIGNED:

Sharon Holmes,
County Clerk

Ruth Anne Tobias,
Chairman, DeKalb County Board