

RESOLUTION 2006-22
APPROVING A LICENSE FOR LANDFILL OPERATION

WHEREAS, the DeKalb County Sanitary Landfill is on a 88-acre parcel located east of Somonauk Road, immediately south of I-88, in unincorporated Cortland Township, DeKalb County, and Illinois State law allows counties to annually license garbage disposal areas (55 ILCS 5/5-8002); and

WHEREAS, Waste Management of Illinois, Incorporated, as operator of the DeKalb County Sanitary Landfill, has submitted an application for renewal of the County license to continue operation of the landfill, and said application sets forth all requisite information; and

WHEREAS, Waste Management of Illinois, Incorporated, has paid the established County license fee of \$50; and

WHEREAS, the Planning and Zoning Committee of the DeKalb County Board, having considered the application and other information provided by the petitioner, has determined that such County license for the sanitary landfill should be renewed for the period of May 1, 2006 to April 30, 2007;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the County license to operate a sanitary landfill on a 88-acre site located east of Somonauk Road, immediately south of I-88, in unincorporated Cortland Township, DeKalb County, as described in the application filed February 16, 2006, referenced herein as though attached hereto, is hereby renewed for the period of May 1, 2006 to April 30, 2007 for Waste Management of Illinois, Incorporated, and the Chairman of the DeKalb County Board is hereby authorized to execute all necessary documents for said license renewal.

PASSED AT SYCAMORE, ILLINOIS, THIS 19TH DAY OF APRIL, 2006, A.D.

Chairman, DeKalb County Board

ATTEST:

DeKalb County Clerk



DeKalb County Planning/Zoning/Building Department

STAFF REPORT

TO: Planning and Zoning Committee

FROM: Paul R. Miller, AICP
Planning Director

DATE: March 8, 2006

SUBJECT: DeKalb County Sanitary Landfill, Annual License Renewal
Waste Management West

Waste Management of Illinois has filed an application for renewal of a County license to operate the DeKalb County Sanitary Landfill. The landfill is located east of Somonauk Road, immediately south of the I-88 Tollway, in unincorporated Cortland Township. The property is zoned A-1, agricultural, with a Special Use for the operation of a landfill.

The authority for the County to annually license garbage disposal areas, and establish a fee for such license, is set forth in the Illinois Compiled Statutes, 55 ILCS 5/5-8002 and 8003. As operator of the landfill, Waste Management annually applies for renewal of the County licence. As a supplement to the application, the four Quarterly Reports from Waste Management, submitted to the DeKalb County Health Department, will be provided. The request for renewal of the license is subject first to review by the Planning and Zoning Committee, which then forwards a recommendation to the full County Board in the form of a resolution. A draft resolution is attached. The period for the requested license renewal is May 1, 2006 to April 30, 2007.

cc: Bob Drake, DeKalb County Health Department
Dale Hoekstra, Division Vice-President, Waste Management

PRM:prm

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RECYCLING ANNUAL REPORT -- Report by the Solid Waste Coordinator on Year 2005 recycling rate and goals for 2006

Christel Springmire, Solid Waste Coordinator for DeKalb County supplied the Planning and Zoning Committee with the annual summary of the recycling rates, collection volumes and solid waste achievements for the year 2005. Committee members directed questions to her regarding the recycling rates, the trend of increases and decreases, and plans for recycling activities this year. Following further discussion, the Committee thanked Ms. Springmire for her report.

CORTLAND ADDRESS CHANGE REQUEST -- Report on the public information meeting regarding proposal from the Town of Cortland to change the addresses of certain properties in unincorporated DeKalb County.

Mr. Miller explained that a public meeting was held on Thursday, March 9, 2006, at the Town of Cortland Community Park regarding the request of Cortland that the addresses of certain properties be changed per the Town's new system. Planning and Zoning Committee Chairman Roger Steimel opened the meeting, explaining that the purpose was to solicit input on the proposal by Cortland to change the addresses of certain properties in unincorporated DeKalb County that are in proximity to the corporate limits of the Town. The point of the change would be to put those properties on the same address system as that being adopted by Cortland. "Cookie" Aldis, Town Clerk, explained the reason for the change, which will go into effect for properties within the Town limits on Sunday, March 12, 2006.

Mr. Miller stated that the meeting was attended by six property owners, as well as by Bob Seyller, the Town President, County Board member Steve Slack, and County staff Paul Miller and Derek Hiland. The property owners asked questions regarding the process of changing addresses. It was explained that the Post Office will be changing the zip codes of certain properties regardless of whether or not the County changes the street numbers. This suggested that it would make more sense for the County to change those street numbers at the same time as the zip codes so that the property owners do not have to go through the change of address process twice.

One property owner inquired whether addresses will be changed for the properties on Hahn Drive. Ms. Aldis explained that those addresses will not change this year, but very well might next year if a new subdivision on the opposite side of State Rte. 38 receives approval. A couple of property owners suggested that many people who will be affected by the change were unaware of the public meeting. No comments in direct opposition to the proposed changes were given. Mr. Miller concludes by stating that the Committee can decide to change the address numbers or not. If it determines the numbers should be changed, the Committee can direct staff to do so, send the matter to a formal public hearing, or forward the issue to the full County Board for action.

Mr. Slack stated that because the Post Office will be changing the zip codes on certain properties, it is important that the County not make property owners go through two different changes of address procedures.

Following further discussion, the Committee agree that staff should be directed to change the

addresses in question in accordance with the Town's new system.

Mr. Slack moved that County staff coordinate the street number changes in accordance with the Postal Zip Code change that would occur on July 1, 2006. The motion was seconded by Mr. Lyle and carried unanimously.

ADJOURNMENT - *Mrs. Allen moved to adjourn, seconded by Mr. Lyle, and the motion carried unanimously.*

Respectfully submitted,

Pat Vary, Vice Chairman
Planning and Zoning Committee Chairman

DMH:dmh

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SECTION B.

COUNTY HIGHWAY COMMITTEE

RESOLUTION

WHEREAS, the County of DeKalb received a request from Albertson's Inc. (Jewel-Osco) for a right-in and right-out along the south side of Peace Road approximately half way between the intersection of Ward Boulevard and the intersection of Illinois Route 23; and

WHEREAS, the County of DeKalb, through its Highway Committee received comments and information from Albertson's Inc. at its regularly scheduled meetings on March 2, 2006 and April 6, 2006; and

WHEREAS, the Highway Committee recommends the denial of granting a right-in and right-out along the south side of Peace Road; and

WHEREAS, the Highway Committee recommends that DeKalb County grant to Albertson's Inc. a right-in only at the above referenced location; and

NOW, THEREFORE BE IT RESOLVED, that DeKalb County does hereby grant Albertson's Inc a right-in only at the above location

PASSED AT SYCAMORE, ILLINOIS THIS 19th DAY OF APRIL, 2006, A.D.

Chairperson, DeKalb County Board

ATTEST:

County Clerk

RESOLUTION

R2006-24

Whereas, the DeKalb County Executive Committee has been asked to consider certain amendments to the Indemnification Policy of the County of DeKalb, and

Whereas, the Executive Committee, having considered the proposed amendments found them to be appropriate inclusions to that Indemnification Policy and did recommend those changes to the full County Board, and

The changes to the DeKalb County Indemnification Policy are set forth in **bold text** in the Indemnification Policy which is attached to, and hereby incorporated by reference to this resolution.

PASSED AT SYCAMORE, ILLINOIS THIS 19TH DAY OF APRIL 2006 A.D.

ATTEST:

SIGNED:

Sharon Holmes
County Clerk

Ruth Anne Tobias
County Board Chairman

RESOLUTION

R2006-24

Indemnification of Officers, Employees and Certain Appointees

WHEREAS, the County of DeKalb is a political subdivision of the State of Illinois, and

WHEREAS, the Local Governmental and Governmental Employees Tort Immunity Act authorizes the County of DeKalb to elect to indemnify its officers, employees and certain appointees if it finds indemnification appropriate in a particular case, and

WHEREAS, the County of DeKalb finds it appropriate to indemnify, defend and hold harmless its officers, employees and certain appointees in any action seeking damages under certain conditions described herein, and

NOW, THEREFORE, BE IT RESOLVED, by the Chairman and members of the County Board of DeKalb, Illinois as follows:

SECTION 1: To the fullest extent permitted by the Constitution of the State of Illinois of 1970 and applicable law, all County Officers and their employees, including the following:

County Board Chairman
County Board Members
DeKalb County Circuit Court Judges
County Clerk & Recorder
DeKalb County Hearing Officer
Circuit Clerk
Information Management Office Director
State's Attorney
County Treasurer **and Collector**
ESDA Director
Deputy County Administrator
Director of Public Health
Public Defender
County Coroner
Regional Superintendent of Schools, **and**
Members of the Regional Board of School Trustees
County Sheriff
County Supervisor of Assessments
County Planning Director
Forest Preserve Superintendent
Community Services Director
County Administrator
County Facilities Manager
County Home Administrator
DeKalb County Engineer
Mental Health Administrator,
Veteran's Assistance Commission, and

Certain County Appointees who Serve as Members of the:

Community Mental Health Board
DeKalb County Board of Health
DeKalb County Board of Review

DeKalb County Farmland Assessment Review Committee
Community Services Advisory Board
DeKalb County Jury Commission
DeKalb County Building Board of Appeals
DeKalb County Public Building Commission
Sheriff's Merit Commission
Sheriff's Auxiliary
Sheriff's Radio Watchers
ESDA Weather-Spotters
DeKalb County Soil & Water Conservation District
DeKalb County Emergency Telephone System Board
DeKalb County Nursing Home Foundation Board
DeKalb County Rehab & Nursing Center Operating Board
DeKalb County Members of the River Valley Workforce Investment Board
DeKalb County Regional Planning Commission

shall be indemnified, defended and held harmless by the County from and against all liabilities, expenses or investigation, judgements and amounts paid in settlement which may be imposed upon or reasonably incurred or paid by such officer, employee or appointee in connection with or resulting from any claim made against him or her, or any action, suit, proceeding or investigation in which he or she may be involved by reason of his or her being or having been such officer, employee or appointee of the County, whether or not he or she continues to be such officer, employee or appointee at or after the time of such claim, action, suit, proceeding or investigation; provided however, that the foregoing indemnity shall not extend to any of the following:

- A. Any liability or cost with respect to any matter as to which such officer, employee or appointee is finally adjudged to be guilty of bad faith, or actual malice, or willful and wanton misconduct in the performance of his or her duties as such officer, employee or appointee.
- B. Any payment, expense or cost arising out of a settlement of any claim, action, suit or proceeding, unless: 1.) Such settlement has been approved by the court having jurisdiction over such claim, action, suit or proceeding, with express knowledge of the existence of the indemnification provided hereby; or 2.) Such settlement has been made with the approval of the State's Attorney, a Special Assistant State's Attorney, or Special State's Attorney, to the effect that there is no reasonable ground for any finding of bad faith, or of actual malice, or willful and wanton misconduct on the part of such officer, employee or appointee and that the anticipated cost of such settlement will not substantially exceed the estimated cost and expense of defending such claim, action, suit or proceeding to a final conclusion.
- C. Any liability of judgment payable to the County itself.
- D. The cost of legal representation, except as provided by: the State's Attorney; a Special Assistant State's Attorney, duly appointed by the State's Attorney; or a Special State's Attorney, appointed by a court having jurisdiction over such claim, action, suit or proceeding.
- E. Any liability or costs incurred as a result of the County Officer's, County Employee's or Appointees failure to provide timely notice of such claims, action, suit or proceeding.

- F. Any liability of costs incurred as a result of the County Officer's, County Employee's or County Appointee's failure to reasonably cooperate in the defense of such claim, action, suit or proceeding.

The foregoing rights of indemnification shall be in addition to any other rights to which such officer, employee, or appointee may otherwise be entitled as a matter of law. ¹

SECTION 2: This Resolution shall be in effect from and after its passage and approval.

PASSED AT SYCAMORE, ILLINOIS, THIS 19TH DAY OF APRIL 2006, A.D.

Chairman, DeKalb County Board

ATTEST:

County Clerk

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¹745 ILCS 10/1-101 et seq.

**RESOLUTION
R2006-25**

Whereas, the Illinois State Statutes provide at, 10 ILCS 5/25-11, that the County Board must officially declare that an office is vacant prior to that office being filled, and

Whereas, the Board Chairman has received the resignation of Eric J. Johnson, Republican board member from District 6, and

Whereas, the County Board Chairman has accepted said resignation with regret, and

Whereas, the DeKalb County Executive Committee did recommend that a vacancy in this office should be declared and that notice should be provided to each of the established political parties.

NOW, THEREFORE, BE IT RESOLVED, that the DeKalb County Board does officially declare the office formerly occupied by Eric J. Johnson of District 6 to be vacant and does direct that each of the established political parties be notified of said vacancy within three days.

PASSED THIS 19TH DAY OF APRIL, 2006 AT SYCAMORE, ILLINOIS

ATTEST:

SIGNED:

Sharon Holmes
County Clerk

Ruth Anne Tobias
County Board Chairman

DeKalb County Board Resolution #R2006-26

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 _____, 2006

Signature of Official

ATTEST: _____

Printed Name of Official

Title

Title

Resolution – R2006-27

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 R2006-28

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 _____, 2006.

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 and 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.

¹Such 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.

R E S O L U T I O N
R2006-29

WHEREAS, bids have been invited by the County of DeKalb for provision of a utility tractor as specified, and

WHEREAS, DeKane Equipment Corp. of Big Rock, Illinois has submitted the low 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:

DEKANE EQUIPMENT CORP.

(a) Provision of a new utility tractor as specified in the amount of twenty-two thousand dollars and no cents (\$22,000.00).

PASSED AT SYCAMORE, ILLINOIS THIS 19TH DAY OF APRIL, 2006 A.D.

Chairperson, DeKalb County Board

ATTEST:

County Clerk