

CONDITIONALLY APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY PERTAINING TO SALES TAX SHARING.

WHEREAS, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, as a home rule municipality, pursuant to Sections 8-11-1 and 8-11-5 of the Illinois Municipal Code, 65 ILCS 5/8-11-1 and 5/8-11-5, the City may impose a tax upon all persons engaged in the business of selling tangible personal property at retail and upon all persons engaged in the business of making sales of service, respectively, in the City; and

WHEREAS, the City has previously agreed, pursuant to the terms of certain intergovernmental agreements with DeKalb County, Illinois, to share in the revenues generated by a portion of the City's sales taxes within a portion of the City; and

WHEREAS, the City and the County of DeKalb have determined that it is necessary and appropriate to conditionally approve a further amendment to the previous sales tax sharing agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: The City of DeKalb hereby conditionally approves of the Intergovernmental Agreement attached hereto as Exhibit A ("the Agreement"), subject to such changes as shall be acceptable to the Mayor with the recommendation of City Staff, with such approval being expressly conditioned and contingent upon the following two items occurring within sixty (60) days of the date of this Resolution: 1) the City and County entering into an intergovernmental agreement pertaining to the maintenance and operation of public safety radio systems, telecommunications and dispatch systems and mutual aid/redundant services relating thereto and related topics, in form and condition acceptable to both parties; and, 2) the City Council taking action to ratify the Agreement via a separate, approved, official Resolution of the City Council. Should either or both of the foregoing conditions fail to occur, this Resolution shall be of no further force or effect and the Agreement shall not be executed. Should both of the foregoing conditions occur, following the later to occur, the Mayor shall be authorized and directed to execute the Agreement and thereafter the City shall comply therewith.

Section 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed

to attest the Mayor's Signature and shall be effective thereupon, following execution as outlined in the preceding section.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 24th day of September, 2018, and approved by me as Mayor on the same day. Passed on by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:


LYNN A. FAZEKAS, City Clerk


JERRY SMITH, Mayor

The seal of the City of DeKalb, Illinois, is circular with a dotted border. It features a central shield with a plow and a sheaf of wheat, topped by a sunburst. The text "CITY OF DE KALB" is arched across the top, and "STATE OF ILLINOIS" is arched across the bottom. A small banner at the base of the shield contains the word "DEKALB".

Conditional Only.
Reference Res 2019-033

**INTERGOVERNMENTAL AGREEMENT BETWEEN DEKALB COUNTY, ILLINOIS
AND THE CITY OF DEKALB, ILLINOIS, IN ADDENDUM TO THE
INTERGOVERNMENTAL AGREEMENTS OF OCTOBER 20, 1993 AND MAY 24, 2004**

THIS INTERGOVERNMENTAL AGREEMENT (*the "Agreement" or "Addendum"*)
is by and between the City of DeKalb, a municipal corporation (the "*City*") and County of DeKalb,
Illinois, a local government body (the "*County*"), located in DeKalb County, Illinois.

WITNESSETH:

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 County and the City (*the "Parties"*) are units of local government within
the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to
enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5
ILCS 220/1 *et seq*; and

WHEREAS, the County and the City entered into Intergovernmental Agreements on
October 20, 1993 and May 24, 2004, which collectively address the approximately 138 acres of
real property located generally adjacent and south of Barber Greene and adjacent and east of Route
23 (Sycamore Road) in DeKalb County, Illinois (*the "Subject Property"*), as is further described
in the prior agreements; and

WHEREAS, the City and County previously determined that the Subject Property could
not be developed as was desirable without cooperation between both parties so as to provide for

the sharing of sales tax revenue, as was initially incorporated in the October 20, 1993 agreement, and then modified by way of the May 24, 2004 agreement; and

WHEREAS, it is understood and agreed to by the City and County that this Addendum to the Intergovernmental Agreements of October 20, 1993 and May 24, 2004 is being entered into as an addition to the previously agreed to terms and conditions and such prior terms and conditions, including the previously agreed to term, shall continue to be in full force and effect to the extent they are not specifically withdrawn or amended herein; and

WHEREAS, the planned cooperation under this Addendum will result in a mutual benefit to the City and County, which includes over \$17,000,000.00 in local road improvements, containing expanded truck routes to generate further commercial and industrial development south of I-88 and improvement to the Peace Road Corridor to service the needs of both parties and their populace; and

WHEREAS, the subject Intergovernmental Agreements of October 20, 1993 and May 24, 2004, continue to operate so as to mutually benefit the City and County, and so the parties wish to re-affirm their dedication to their sales tax sharing agreements as well as provide for some further mutually beneficial elements at this time.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section I – Incorporation of Recitals

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.

Section II – Clarification of Prior Agreements:

2. While the Intergovernmental Agreements of October 20, 1993 and May 24, 2004 (*hereinafter* “*Subject Agreements*”) have been characterized as a loan agreement recently, it is the parties’ intent to agree and clarify that the Subject Agreements are not representative of a loan agreement between the County and the City, and such interpretation is hereby expressly denied as a condition precedent to the remainder of this agreement. Instead, it is the understanding and agreement of the parties that the Subject Agreements, as well as this Addendum, collectively serve as a Sales Tax Sharing Agreement, for the benefit of both parties. To the extent the prior agreements language represents otherwise, they are hereby modified as appropriate.
3. The City and County explicitly agree that they will continue to share the current sales tax revenue percentages as previously agreed to in the Subject Agreements, and the City will not seek to reduce their sales tax rate during the pendency of the Subject Agreements. It is further understood and agreed to by the City that such previously agreed to sharing shall not be satisfied or extinguished by the modification or repealing of any particular sales tax in effect in the City. It is further agreed that the Parties shall not have any obligation to share in any additional or further sales tax that either may generate by virtue of any *increase* in their respective sales tax rates over the amount specified in the Subject Agreements.
4. To further affirm the agreement of the parties to eliminate ambiguity in the understanding of the Subject Agreements, the parties agree that each contract in the State of Illinois carries with it a duty to act in good faith and fair dealing. As such, the parties herein declare their commitment to act in good faith in dealing with one another

pursuant to the Subject Agreements and both Parties hereby covenant to the other that it shall not undermine the rights of the other Party hereto with respect to the Subject Agreements, but will cooperate with each other in achieving the mutual benefits of the Subject Agreements and this Addendum.

Section III – Cooperation in Road Projects:

5. Peace Road Overlay: Peace Road shall be improved with an overlay between I-88 and Illinois Route 38. This overlay project will provide a 5-10 year maintenance improvement to the heavily utilized Peace Road corridor, and will be funded through use of a DeKalb Sycamore Area Transportation Study (DSATS) Surface Transportation Project (STP) funding, and local match. As it is understood that the current DSATS program will require revision, the Parties will support shifting of funding from reconstruction and widening of a segment of Peace Road between I-88 and Fairview to this overlay project. The cost of the overlay project is currently approximated to be one million dollars (\$1,000,000.00). The County will provide the amount of no higher than one hundred and fifty-six thousand dollars (\$156,000.00) cash contribution for use by the City as its Local Share in construction costs. Any amount of Local Share required above the above mentioned \$156,000.00 shall be the responsibility of the City. Additionally, the County shall provide in-kind engineering services in both design and construction observation for this project with an estimated total value of fifty thousand dollars (\$50,000.00). This in-kind dollar amount is to be based upon calculation of five percent (5%) of the overall construction costs, which is the County's practice for design and construction observation on maintenance projects.

6. Engineering for Future Peace Road Improvements: The Parties will cooperate in the Phase I Engineering (preliminary design work) for Peace Road, from the existing railroad overpass north of Illinois Route 38 (as the northerly terminus) to Gurler Road (as the southerly terminus, defined herein as the "Peace Road Corridor"). The City shall utilize its third party contracted City Engineer or shall select a third-party engineering firm to provide this Phase I engineering work. Such engineering shall be completed in a manner and format acceptable to the Illinois Department of Transportation, the County and the City. The estimated cost of all phases of engineering for this Peace Road Corridor project is currently eight hundred thousand dollars (\$800,000.00), of which the County shall contribute two hundred and thirty thousand dollars (\$230,000.00) towards the cost of such third-party engineering service agreement for the Peace Road Corridor engineering work. Such amount shall not be paid until the subject services are completed and the City provides an invoice to the County demonstrating the total cost of services and requesting payment of the amount necessary, which is not to exceed the above stipulated amount. Said invoice shall be paid by the County within forty-five days of presentation. The County would provide such services through 2033 at latest.
7. Construction Observation for Interim Peace Road Improvements: In the event that there are interim improvements performed to that portion of Peace Road which is within the corporate limits of the City, prior to the construction of the Final Peace Road Improvements, the County agrees that it shall provide in-kind construction engineering services for such improvement project(s) to a total value of no higher than forty-eight thousand two hundred and fifty dollars (\$48,250.00). This shall be calculated at a rate

of five percent (5%) of such project(s) overall construction costs, which is the County's practice for construction engineering only on construction projects. The County would provide such necessary construction inspections at the time of construction through 2033, by which time the project(s) must be complete.

8. Twombly Road Reconstruction: Twombly Road is to be reconstructed within the City's corporate limits, from Annie Glidden Road as the easterly terminus, to the end of the City's corporate limits as the westerly terminus. It is expected that this project will commence between 2019 and 2020, once initiated by the City. This reconstruction shall include the construction of a public sidewalk or bike path on one side of the roadway, as well as drainage improvements within this project's location. It is estimated that this project will cost approximately seven hundred and fifty thousand dollars (\$750,000.00), of which the County shall provide in-kind engineering services for both design and construction observation of the project with an estimated total value of one hundred and twelve thousand five hundred dollars (\$112,500.00). This in-kind dollar amount is based upon calculation of fifteen percent (15%) of the overall construction costs, which is the County's practice for design and construction observation on construction projects. The City shall provide advance notice to the County of at least six months prior to requesting such services be provided.
9. Gurler Road Grind and Improvement: Gurler Road shall be improved from Peace Road to Illinois Route 23, with the construction of a southbound right turn lane on Peace Road at Gurler Road, an eastbound left turn lane on Gurler Road at Peace Road, and a structural overlay to the roadway pavement surface to increase its pavement section, so that the affected portion of the roadway may be utilized for 80,000 lb. traffic. It is

expected that this project will commence between 2020 and 2022, once initiated by the City, and dependent upon permission from the DeKalb Township Road District's sections of Peace Road and Gurler Road. It is estimated that this project will cost approximately one million dollars (\$1,000,000.00), of which the County shall provide in-kind engineering services for both design and construction observation of the project with a total value of one hundred and fifty thousand dollars (\$150,000.00). This in-kind dollar amount is based upon calculation of fifteen percent (15%) of the overall construction costs, which is the County's practice for design and construction observation on construction projects. The City shall provide advance notice to the County of at least six months prior to requesting such services be provided. The County will provide necessary construction inspections at the time of construction through 2033, by which time the project must be complete.

10. Where this Agreement contemplates the County providing certain engineering services (either for design or construction observation), the County shall perform all such services in order to enable their construction (or observation) within a reasonable period directed by the City, inclusive of all required services to complete the engineering described in each project, after the City provides notice as required herein. Where the County agrees to provide in-kind services, such services shall include all required engineering services for completion of the respective phase of work. References to the anticipated cost or value of such in-kind services shall not limit the obligation of the County to provide in-kind services for the entire phase(s) of work contemplated.

11. Final Peace Road Improvements: The Parties agree that they shall continue discussions

regarding opportunities to collaborate in good faith regarding a jointly acceptable approach to the project civil engineering services and construction costs associated with the future improvement of the Peace Road Corridor, from the southerly terminus at Gurler Road to the northerly edge of the corporate limits of the City (“the Final Peace Road Improvements”).

12. Cooperation on construction of Road Projects is a public work. Thus, the City agrees to incorporate the following clauses into its contracts with contractors:

- a. Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as “the Act”), GENERAL CONTRACTOR, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. GENERAL CONTRACTOR understands that the Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.
- b. Waiver of Lien. Contractor hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
- c. Drug Free Workplace. Contractor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- d. Prevailing Wage. To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay

laborers, workers and mechanics performing covered work on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

- e. Non-Discrimination. Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- f. Kotecki Waiver: The Bidder/Contractor will include the following clause in any construction-related contract documents and Bidder/Contractor agrees not to modify or delete it:

“Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend DeKalb County, Illinois and the City of DeKalb and their respective past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.”

Section IV – Welcome Sign:

- 13. If the County determines in its discretion that it will erect a sign for the purpose of inviting visitors to the County of DeKalb and City of DeKalb, the City and County will

work together to determine the location, configuration and design of this signage, which shall require the agreement of the parties. In doing so, neither party shall unreasonably withhold any approvals or consent necessary to complete such project.

Section V – Miscellaneous Provisions:

14. The Subject Agreements and this Addendum thereto shall continue for the period as initially agreed to in the Subject Agreements and such timeline is not altered by way of this addendum to them.
15. For auditing purposes, the City and County shall make available past revenue sharing data for the period that the Subject Agreements have been utilized, and shall continue to do so until the end of the contracted for period. If an independent auditor is utilized by either party to audit past revenue sharing, the cost of the audit will be borne by the requesting party.
16. The Parties acknowledge that under current Illinois Department of Revenue requirements, the City is prohibited from sharing sales tax generation information with the County. The Parties shall continue to adhere to the requirements of the Department as they may apply prospectively. With that being said, on a quarterly basis the City shall provide a quarterly certification containing the names of each store operating in the subject tax sharing area.
17. The Parties shall mutually indemnify, hold harmless and defend with counsel of the indemnified party's own choosing, the other party, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, third party claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities

including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Subject Agreements, Addendum or ancillary documents, to the extent such Claims result from the performance of this contract by the indemnifying party or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of such indemnifying party in its performance under this Agreement. However, pursuant to the Construction Contract Indemnification for Negligence Act (740 ILCS 35), the Parties shall not indemnify the other for any liabilities, damages, costs or expense resulting from the other party's own willful misconduct or negligence.

18. The Parties do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*), or other such immunity statute or common law, by reason of indemnification or insurance. Indemnification shall survive the termination of the Agreement.
19. The Parties understand and agree that if the State of Illinois makes changes to the legislation regarding sale tax sharing, they may be bound by such changes and in that situation will endeavor to amend the Subject Agreements and Addendum as necessary to sustain the initial intent and purpose.
20. This Agreement and the rights of the parties hereunder may not be assigned without consent (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and

assignees, any rights, remedies, obligations or liabilities under or by reason of such agreements. There are no intended or implied third-party beneficiaries of this Agreement.

21. Nothing in this Agreement shall be intended, nor shall it be interpreted, to waive any or all statutory or common law privileges and/or immunities of either of the Parties.
22. The City or County's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
23. Any notice required or permitted to be given pursuant to this Addendum shall be duly given if sent by certified mail or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested.

If to the City:

If to the County:

County Administrator
Legislative Center - Sycamore Campus
200 North Main Street,
Sycamore, IL 60178

With copy to:

DeKalb County State's Attorney
133 West State Street,
Sycamore, IL 60178

24. The Subject Agreements and this Addendum, represent the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Addendum and the remaining Subject Agreements may

not be modified except in writing acknowledged and agreed to by both parties.

25. This Addendum shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Addendum shall be brought in the Circuit Court of DeKalb County, Illinois. If any provision of this Addendum shall be declared or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Addendum, and in either case the validity, legality, and enforceability of the remaining provisions of the Addendum shall not in any way be affected thereby.
26. This Agreement shall inure to the benefit of, and be binding upon the County and its successors, grantees, lessees, and assigns, and upon the City and successor corporate authorities of the City and successor municipalities, and shall constitute a covenant running with the land provided that such successors and assigns are public entities.
27. This Addendum may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement. The date this Addendum goes into effect will be upon the last signature below.
28. The City and the County each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the last date listed below.

City of DeKalb, Illinois

By: _____
Jerry Smith
Mayor, City of DeKalb

County of DeKalb, Illinois

By: _____
Mark Pietrowski, Jr.
Chairman, County Board of DeKalb County

Date: _____

Date: 09/19/2018



RESOLUTION #R2018-55

**INTERGOVERNMENTAL AGREEMENT BETWEEN DEKALB COUNTY, ILLINOIS
AND THE CITY OF DEKALB, ILLINOIS, IN ADDENDUM TO THE
INTERGOVERNMENTAL AGREEMENTS OF OCTOBER 20, 1993 AND MAY 24, 2004**

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 County and the City entered into Intergovernmental Agreements on October 20, 1993 and May 24, 2004, which collectively address the approximately 138 acres of real property located generally adjacent and south of Barber Green and adjacent and east of Route 23 (Sycamore Road) in DeKalb County, Illinois (*the "Subject Property"*), as is further described in the prior agreements; and


WHEREAS, it is understood and agreed to by the City and County that this Addendum to the Intergovernmental Agreements of October 20, 1993 and May 24, 2004 is being entered into as an addition to the previously agreed to terms and conditions and such prior terms and conditions, including the previously agreed to 40-year term of applicability, shall continue to be in full force and effect to the extent they are not specifically withdrawn or amended herein; and

WHEREAS, the subject Intergovernmental Agreements of October 20, 1993 and May 24, 2004, continue to operate so as to mutually benefit the City and County, and so the parties wish to re-affirm their dedication to their sales tax sharing agreements as well as provide for some further mutually beneficial elements at this time, most of which involve road projects that are captured in the attached Agreement;

NOW, THEREFORE, BE IT RESOLVED by the DeKalb County Board that the DeKalb County Board Chairman is hereby authorized to sign the attached Intergovernmental Agreement with the City of DeKalb which provides for the continuation of previously approved sales tax sharing, as well as for the County's participation in various road projects in the City of DeKalb.


PASSED BY THE DEKALB COUNTY BOARD AT SYCAMORE, ILLINOIS THIS
19TH DAY OF SEPTEMBER, 2018.

ATTEST:



Douglas J. Johnson
DeKalb County Clerk

SIGNED:



Mark Pietrowski, Jr., Chairman
DeKalb County Board