RESOLUTION 2017-051   PASSED: MARCH 27, 2017

AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE LOCAL SHARE OF THE PROPOSED IMPROVEMENTS ALONG THE ROUTE 23 CORRIDOR IN AN AMOUNT NOT TO EXCEED $28,000.

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

Section 1: That the Mayor of the City of DeKalb be authorized and directed to execute an Omnibus Agreement with the Illinois Department of Transportation for the local share of the proposed improvements along the Route 23 corridor in an amount not to exceed $28,000 substantially in the form attached hereto, subject to such modifications as shall be acceptable to the Mayor with the concurrence of City Staff and the Illinois Department of Transportation.

Section 2: That Council recognizes if the City's share is more than $28,000, the City is obligated to pay its share as specified in the Omnibus Agreement.

Section 3: That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of March, 2017, and approved by me as Mayor on the same day. Passed by an 8-0 Omnibus roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Falvre, Rey.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
AGREEMENT

This agreement is entered into by and between the State of Illinois, through its Department of Transportation, hereinafter called the STATE, and the City of DeKalb of DeKalb County, Illinois, hereinafter called the CITY.

WHEREAS, the STATE is an agency of the state government and the CITY is a unit of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act 5ILCS 220, et seq, and the Illinois Constitution Article VII, Sec. 10.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the traveling public, the STATE and CITY are desirous of resurfacing IL Route 23 (identified as Sycamore Road within the CITY) from the north city limit to 4th Street. Work will include milling and resurfacing of the existing pavement, pavement markings, traffic signal detector loop replacement and curb ramp, crosswalk and pedestrian traffic signal improvements to meet requirements of the American's with Disabilities Act (ADA).

Termini of the subject project are approximately from 0.5 miles south of IL 64 in Sycamore to 4th Street in DeKalb. The gross length of the project is 22,289 feet with approximately 14,433 feet in the City of DeKalb. The subject project is hereby identified under FAP 324 (IL 23), State Section (27R & 28R)RS-5, Job No. C-93-051-15 and Contract No. 66E55 (see project location map attached hereto as Exhibit # 1).

WHEREAS, some work contained within this contract will take place outside the corporate limits or highway jurisdiction of the CITY. The content of this agreement shall be limited to address only work which is located within the City of DeKalb.

WHEREAS, the STATE is to apply Federal National Highway Performance Program (NHPP) funds toward financing this project. Application is at an 80 percent federal and 20 percent STATE matching formula.

WHEREAS, the existing subject portion of IL 23 consists of a variety of roadway cross sections. Existing pavement sections vary from two to five lanes or more with auxiliary turn lanes. Sidewalks or shared use path and curb and gutter are present throughout.

WHEREAS, the purpose of this agreement is to provide a general description to the scope of work proposed with the subject project. All desired specific details of type of work, locations, design dimensions, elevations, item quantities and materials are to be obtained from the related
project design plan sheets which serve as a supplement to this agreement. The said plans
have been provided to the CITY for its review, comment and concurrence. Additional purposes
of this agreement are to provide estimated costs, cite cost sharing participation between the
STATE and CITY, determine responsibilities of funding, commitments to payments, and define
jurisdictional and maintenance responsibilities of various roadways, utilities and appurtenances
relating to the subject project.

WHEREAS, the proposed scope of work for the subject project is as follows:

A. **Mainline IL 23 and sideroad/entrance paving - (80% FEDERAL/ 20% STATE Cost):** Proposed work on IL 23 includes removal of 2.75 inches of the existing hot-mix asphalt surface and replacement with 0.75 inches of hot-mix asphalt leveling binder and 2.0 inches of hot-mix asphalt surface course. Sideroads and entrances will be milled and resurfaced as needed with lift types and thicknesses appropriate to the type of road or entrance. Traffic signal detector loops, pavement markings and raised reflective pavement markers within the limits of the milling will be replaced.

B. **ADA ramp replacement on IL 23 - (80% FEDERAL/20% STATE Cost):** Improvements to ADA curb ramps crossing IL 23 and to adjacent local road curb ramps will be completed at the STATE’s cost. This work will include removal items, sidewalk, detectable warnings, curb and gutter, drainage and utility structure adjustments, median pavement, and pavement markings to bring the street crossings into ADA compliance. Adjacent pavement will be milled and resurfaced.

C. **ADA ramp replacement on sideroads and entrances – (80% FEDERAL/ 20% CITY Cost):** Improvements to ADA curb ramps crossing major entrances or sideroads where ramp work for IL 23 crossings will not be needed will require 20 percent CITY participation. This work will include removal items, sidewalk, detectable warnings, curb and gutter, drainage and utility structure adjustments, and median pavement. Adjacent resurfacing and pavement markings will be installed at the STATE’s cost.

D. **Traffic Signal Upgrades at Northland Mall Entrance - (100% CITY Cost):** The CITY will assume all costs for installation of pedestrian signals and push buttons at the private benefit signal located at the intersection of IL 23 with the Northland Mall entrance. This work will include removal and installation of any necessary traffic signal equipment to add pedestrian signals and push buttons for crossing IL 23 on the north leg of the intersection.

E. All other work necessary to complete the project will be performed in accordance with the approved plans and specifications.

WHEREAS, the CITY is desirous of the said IL 23 project in that same will be of immediate benefit to CITY residents and permanent in nature.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The above stated recitals are incorporated herein by reference, as if full set out herein.
2. The STATE agrees to make the surveys, prepare the plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications, and contract.

3. The STATE agrees to pay all construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated below.

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Construction Cost</th>
<th>Federal Cost</th>
<th>State Cost</th>
<th>City Cost</th>
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<tr>
<td>Mainline IL 23 and intersecting local road resurfacing (Includes ADA ramps that do not require city participation)</td>
<td>$5,000,000</td>
<td>4,000,000</td>
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<td>ADA curb ramp reconstruction (optional locations requiring city cost participation)</td>
<td>$80,000</td>
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<td>Engineering (15%)</td>
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<tr>
<td>Totals</td>
<td>$5,151,000</td>
<td>4,064,000</td>
<td>1,000,000</td>
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</table>

4. The CITY's participation shall be predicated on the percentages shown above for the specified work. CITY cost shall be determined by multiplying the final quantities times bid unit prices of the awarded contract, plus an additional 15 percent for preliminary and construction engineering.

5. The CITY agrees to pass and approve a resolution appropriating $28,000 to reimburse the STATE for the work described in this agreement. A copy of the ordinance is attached hereto as Exhibit #2.

6. The CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit #2 proves to be insufficient to cover said cost.

7. The CITY agrees that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the CITY will pay to the STATE from any funds allotted to the CITY, an
amount equal to the CITY share $28,000 divided by the estimated construction costs, $5,151,000, multiplied by the actual progress payment made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid. The CITY’s actual monetary reimbursement obligation to the STATE will be based upon the final quantities and bid unit prices of the awarded contract.

8. Upon final inspection of the improvement and so long as IL 23 (Sycamore Road) remains and is used as a state highway, the STATE agrees to retain jurisdiction and will maintain or cause to be maintained all traffic lanes and turn lanes as well as curb and gutter that adjoins these traffic lanes.

9. The State agrees to accept responsibility for the structural continuity of the pedestrian subway located at approximate station 1199+00 in order to provide for the safety of the motoring public. The City agrees to maintain, at its own cost and expense, the pedestrian subway which is understood to include, but not limited to, the repairs and upkeep of all features such as sidewalks, the drainage system, an outside lighting system, cleaning and general housekeeping and landscape maintenance so as to provide a safe and effective pedestrian passageway between the east and west sides of Illinois Route 23.

10. It is mutually agreed by the STATE and the CITY that all CITY owned streets that intersect IL 23 and are impacted and thereby improved by the STATE due to the highway project, will remain under the jurisdiction of the CITY at all times.

11. The CITY agrees to maintain the entire right of way outside of that maintained by the STATE. This includes but is not limited to, CITY utilities, landscaping, sidewalks, shared use paths, parkways, crosswalks and stop line/stop bar markings. Maintenance includes, but is not limited to, all cost of material and labor for repair and/or replacement of surfaces, mowing, landscaping, drainage, snow and ice removal, clearing of debris and trash, and removal of graffiti.

12. The CITY agrees, upon completion of the project, to maintain all storm sewers and appurtenances by performing those functions necessary to keep the sewer in serviceable condition, including cleaning sewer lines, inlets, manholes, and catch basins along with repair and/or replacement of inlet, manhole, and catch basin frames, grates, or lids. The CITY further agrees to repair and/or reconstruct structural failures to a maximum of 12 feet between adjacent inlets, manholes, or catch basins.

13. The STATE agrees to assume responsibility for repairs and/or reconstruction of the storm sewer system that exceeds the routine maintenance requirements of the CITY, as cited in the above paragraph.

14. The CITY agrees that no future storm sewer connection or additional water discharge will be added to the storm sewer system that is being adjusted as part of this project. The CITY agrees to obtain a permit from the STATE prior to routing any additional discharge to storm sewer system adjusted as part of this contract.
15. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on April 27, 2011. No additional traffic signals are being installed at new locations under this contract.

16. It is mutually agreed that by the execution of this agreement and under the penalty of perjury, the CITY, doing business as a governmental entity, certifies that its correct federal identification number (FEIN) is 36-6005843. The CITY agrees to assume full responsibility of providing or cause to provide all funds required to pay the local share of cost participation in the subject project.

17. The CITY agrees to not permit additional entrances along Illinois Route 23 without the consent of the STATE.

18. The CITY agrees to provide, prior to the STATE’s advertising for the work to be performed hereunder, a letter, resolution, or signed plan approval indicating its review and approval of the STATE’s plans and specifications for the subject project.

19. The CITY agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.

20. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway’s jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

21. The CITY will continue to enforce the existing ordinance requiring that parking along IL 23 be prohibited within the limits of this improvement, a copy of which is attached hereto as Exhibit #3.

22. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE’s advertising for the work to be performed hereunder, regulating encroachment along the state highway. A copy of the ordinance is attached hereto as Exhibit #4.

23. Prior to the STATE’s advertising for the work to be performed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

24. The CITY has adopted and will put into effect an appropriate ordinance prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers along the state highway, a copy of which is attached hereto as Exhibit #5.

25. The STATE agrees to invite representatives of the CITY to mutually inspect the completed project prior to the STATE’s final approval of the work.

26. It is mutually agreed that obligations for the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly
or federal funding sources fail to appropriate or otherwise make available funds for this contract.

27. The STATE and CITY mutually agree that any work to be performed by other than CITY and/or STATE forces is are subject to the Prevailing Wage Act, 820 ILCS 130/1 et seq. ("Prevailing Wage Act"). The STATE agrees to fully comply with all applicable requirements of the Prevailing Wage Act, and the STATE agrees to notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Prevailing Wage Act. In the event the STATE fails to comply with the notice requirements set forth in this paragraph, the STATE shall solely be responsible for any and all penalties, fines and liabilities incurred for contractors and/or subcontractors' violations of the "Prevailing Wage Act".

28. The STATE and CITY mutually agree that the STATE's contractors and/or subcontractors shall not discriminate on the basis of race, color, national origin or sex in performance of this agreement. The STATE agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of the STATE assisted contracts. Failure by the STATE to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such remedy as the STATE deems appropriate.

29. This Agreement represents the entire Agreement between the parties and supersedes any prior written or oral agreements between the parties regarding these specific components of this section of IL Route 23 as constructed under Contract 66E55. Previous agreements pertaining to other aspects of this section of highway, such as the referenced Master Traffic Signal Agreement, shall remain in full force and effect. This agreement may not be modified except in writing acknowledged by both parties.

30. Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.

31. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given in effect without the invalid provision.

32. This Agreement is executed in duplicate and each party shall retain one (1) completely executed copy, each of which is deemed as an original.

33. This agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work, contemplated herein, is not awarded by February 1, 2020.

34. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

35. This agreement is passed and approved by the Mayor and City Council of the City of DeKalb of DeKalb County, Illinois and the State of Illinois, through its Department of Transportation.

(SIGNATURES ON NEXT PAGE)
Executed on Behalf of the City of DeKalb of DeKalb County, Illinois, on this 30th day of March, 2017.

APPROVED:

[Signature]
John A. Rey, Mayor of City of DeKalb

Date: 3/30/2017

ATTEST:

[Signature]
Jennifer Jeep Johnson, DeKalb City Clerk

Date: 3-30-17

Executed on Behalf of the State of Illinois, Department of Transportation

[Signature]
Kevin F. Marchek, P.E.
Region Two Engineer

Date: 4-11-2017
Project Location Map
Route FAP 324 (IL 23)
Section (27R & 28R)RS-5
DeKalb County
3P Milling & Resurfacing
D-93-034-15

Project Area = ★

Project Begins

Project Ends

D3# 2969
RESOLUTION NO. 2017-052

APPROPRIATION OF FUNDS FOR ADA CURB RAMP AND RELATED TRAFFIC SIGNAL IMPROVEMENTS; IN CONJUNCTION WITH MILLING AND RESURFACING OF IL 23 FROM NORTH CITY LIMIT TO 4TH STREET.

WHEREAS, the City of DeKalb of DeKalb County, Illinois, hereinafter called the CITY, has entered into an intergovernmental agreement with the State of Illinois, through its Department of Transportation, hereinafter called the STATE. The STATE proposes to resurface IL Route 23 (identified as Sycamore Road within the CITY) from the north city limit to 4th Street. Work will include milling and resurfacing of the existing pavement, pavement markings, traffic signal detector loop replacement and curb ramp, crosswalk and pedestrian traffic signal improvements to meet requirements of the American's with Disabilities Act (ADA).

Termini of the subject project are approximately from 0.5 miles south of IL 64 in Sycamore to 4th Street in DeKalb. The gross length of the project is 22,289 feet with approximately 14,433 feet in the City of DeKalb. The subject project is hereby identified under FAP 324 (IL 23), State Section (27R & 28R)RS-5, Job No. C-93-051-15 and Contract No. 66E55.

WHEREAS, the CITY is to participate in sharing certain costs for improvements along Illinois 23 (Sycamore Road); described as follows

- Replacement of ADA ramps at sideroads and entrances where ramp work is not required for the resurfacing project. - (20 percent CITY Cost)
- Installation of pedestrian signals and push buttons for crossing the north leg of the intersection of IL 23 with the Northland Mall entrance. - (100 percent CITY COST)

WHEREAS, the totaled construction and required added 15 percent engineering costs to the CITY is estimated at $28,000.

NOW, THEREFORE, BE IT RESOLVED, that the CITY hereby appropriates the sum of TWENTY-EIGHT THOUSAND DOLLARS ($28,000) or so much thereof as may be necessary, from money now and hereinafter allotted to the CITY to pay its share of engineering and construction costs as cited in the related intergovernmental agreement; and

BE IT FURTHER RESOLVED, that upon the first and subsequent progress payments made to the contractor, the CITY will pay to the Illinois Department of Transportation of the State of Illinois, from any funds allotted to the CITY, an amount equal to the CITY’s share of $28,000 divided by the estimated project construction cost of $5,151,000, multiplied by the actual
progress payments made to the contractor until the CITY’s entire obligation incurred under the Agreement has been paid.

The CITY’s actual monetary reimbursement obligation to the STATE will be based upon final quantities and bid unit prices of the awarded contract.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide additional funds if the amount appropriated herein proves to be insufficient to cover its share of the costs.

PASSED BY THE MAYOR AND CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of March, 2017 by me as Mayor on the same day. Passed by an 8-0 Omnibus roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

APPROVED:                                        ATTEST:

John Rey, Mayor of DeKalb, IL                     Jennifer Jeep Johnson, City Clerk of DeKalb, IL

Date: 3/30/2017                                  Date: 3-30-17
AN ORDINANCE pertaining to the prohibition of parking motor vehicles on Illinois State Route #23 in the City of De Kalb, Illinois.

BE IT ORDAINED, by the City Council of the City of De Kalb, County of De Kalb and State of Illinois:

Section 1. (No Parking)

a. The Superintendent of Streets of the City of De Kalb, Illinois, is hereby ordered to install official signs prohibiting parking at all times on any day of the week within the following named road, to wit:

On either side of Illinois State Route #23 within the City Limits of the City of De Kalb, Illinois.

b. It shall be unlawful to permit any vehicle to be left standing or parked at any time on any day of the week within the district named in paragraph (a) of this Section.

Section 2. (Penalty)

Any person, firm or corporation violating the provisions hereof, upon conviction, shall be fined not less than five ($5.00) dollars, nor more than one hundred ($100.00) dollars.

Section 3. (Effective Date)

This Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication, as is provided by law.

Passed by the City Council of the City of De Kalb, County of De Kalb and State of Illinois at a regular meeting thereof held on the 23 day of December, 1966.

[Signatures]

Mayor

City Clerk
ORDINANCE NO. 2017-020
AN ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT OF WAY IN THE
CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.

WHEREAS, the City of DeKalb of DeKalb County, Illinois, hereinafter called the CITY, has
entered into an intergovernmental agreement with the State of Illinois, through its Department
of Transportation, hereinafter called the STATE. The STATE proposes to resurface IL Route
23 (identified as Sycamore Road within the CITY) from the north city limit to 4th Street. Work will
include milling and resurfacing of the existing pavement, pavement markings, traffic signal
detector loop replacement and curb ramp, crosswalk and pedestrian traffic signal improvements
to meet requirements of the American’s with Disabilities Act (ADA).

WHEREAS, in order to facilitate said improvement, it is necessary for the CITY to adopt an
Ordinance regulating encroachments on the right of way of Illinois Route 23 in accordance with
the following definitions:

1. Roadway Right of way is defined as those areas existing or acquired by dedication or by
fee simple for highway purposes; also, the areas acquired by temporary easement
during the time the easement is in effect:
2. Project Right of way is defined as those areas within the project right-of-way lines
established jointly by the CITY and the STATE which will be free of encroachments
except as hereinafter defined:
3. Encroachment is defined as any building, fence, sign (excluding certain signs located
over sidewalks) or any other public structure or object of any kind (with the exception of
utilities and public road signs) which is placed, located, maintained, in, on, under or over
any portion of the project right of way or the roadway right of way where no project right
of way line has been established.
4. Permissible encroachment is defined as any existing awning, marquee or sign
advertising activity on the property or similar overhanging structure supported from a
building immediately adjacent to the limits of the platted street where there is sidewalk
extending to the building line and which does not impair the free and safe flow of
pedestrian traffic or traffic on the highway. The permissive retention of overhanging
signs is not to be construed as being applicable to those signs supported from poles
constructed outside the project right of way line and not confined by adjacent buildings.
5. Construction easement Area is defined as the area lying between the project right of way
limits and the platted street limits within which the CITY, by concurrence with the
establishment of the project right of way lines, will permit the STATE to enter to perform
all necessary construction activities; and
WHEREAS, representatives of the CITY and the STATE have, by visual inspection, cooperatively established project right of way lines and have mutually determined the disposition of encroachments;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF DEKALB OF THE COUNTY OF DEKALB ILLINOIS THAT:

Section 1: It shall be unlawful for any person, firm or corporation to erect, cause to be erected, to retain or cause to be retained any ENCROACHMENT (herein above defined) except as provided in Section 3, within the project or roadway right of way where no project right of way lines have been established, along Illinois 23 (Sycamore Road) within the corporate limits of the City of DeKalb.

Section 2: Project right of way lines will be the existing right of way lines from previous projects.

Section 3: No temporary permits have been issued.

Section 4: This ordinance is intended to and shall be in addition to all other ordinances, rules and regulations concerning encroachments and shall not be construed as repealing or rescinding any other ordinance or part of any ordinance unless in direct conflict therewith.

Section 5: Any person, firm or corporation violating the provisions of this Ordinance shall be fined not less than $100 nor more than $750 for each offense, a separate offense shall be deemed committed for each and every day during which the violation continues or exists.

Section 6: This ordinance shall take effect and be in full force ten (10) days after its passage, approval and legal publication as required by law, and the City Clerk is hereby directed to cause this Ordinance to be published immediately after its due passage and approval. (Published March 28, 2017. Effective April 6, 2017.)

PASSED BY THE MAYOR AND CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of March, 2017 by me as Mayor on the same day. Passed by an 8-0 Omnibus roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

APPROVED:

[Signature]

John Rey, Mayor of DeKalb, IL

[Signature]

Jennifer Jeep Johnson, City Clerk of DeKalb, IL

Date: 3/30/2017

ATTEST:

[Signature]

Date: 3-30-17
ORDINANCE NO. 2017-021

AN ORDINANCE PROHIBITING THE DISCHARGE OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER INTO STORM SEWERS OR DRAINAGE FACILITIES ON ILLINOIS ROUTE 23 (SYCAMORE ROAD) WITHIN THE CORPORATE LIMITS OF THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS

BE IT ORDAINED BY THE CITY OF DEKALB OF THE COUNTY OF DEKALB ILLINOIS THAT:

Section 1: It shall be unlawful for any person, firm or corporation to connect or cause to be connected any drain carrying or to carry any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances into any storm sewers on Illinois 23 (Sycamore Road) within the corporate limits of the City of DeKalb.

Section 2: Any person, firm or corporation violating the provisions of this Ordinance shall be fined not less than $100 nor more than $750 for each offense and separate offense shall deem to be committed each and every day during which a violation continues or exists.

Section 3: This ordinance shall take effect and be in full force ten (10) days after its passage, approval and legal publication as required by law, and the City Clerk is hereby directed to cause this Ordinance to be published immediately after its due passage and approval. (Published March 28, 2017. Effective April 6, 2017.)

PASSED BY THE MAYOR AND CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of March, 2017 by me as Mayor on the same day. Passed by an 8-0 Omnibus roll call vote. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

APPROVED:

John Rey, Mayor of DeKalb, IL

ATTEST:

Jennifer Jeep Johnson, City Clerk of DeKalb, IL

3/30/2017

Date
Scott, Ruth

From: Holdeman, Tim
Sent: Tuesday, August 01, 2017 11:31 AM
To: Scott, Ruth
Cc: Greg Chismark
Subject: RE: IDOT Correspondence
Attachments: 071317 IDOT Ltr - Participation Breakdown.pdf

Ruth
Yes, this is the work covered under the agreement referenced in Cust 2017-51. No action is required at this time. We may need to amend the resolution when the final cost is known.
Tim

Tim Holdeman | Public Works Director
City of DeKalb | 1216 Market Street | DeKalb, IL 60115
Phone: 815-748-2332 | Cell: 815 762-8537 Fax: 815-748-8145
Email: tim.holdeman@cityofdekalb.com | Website: www.cityofdekalb.com

From: Scott, Ruth
Sent: Tuesday, August 01, 2017 9:37 AM
To: Holdeman, Tim <Tim.Holdeman@CITYOFDEKALB.com>
Subject: IDOT Correspondence
Importance: High

Tim,

The Mayor is receipt of the attached letter from IDOT. Is this in reference to a project that went to Council? Is there anything I need to do with this?

Ruth A. Scott | Executive Assistant / Deputy City Clerk
City of DeKalb | 200 South Fourth Street | DeKalb, IL 60115
Phone: 815-748-2090 | Fax: 815-748-2091
Email: ruth.scott@cityofdekalb.com | Website: www.cityofdekalb.com
Tim,

The Mayor is receipt of the attached letter from IDOT. Is this in reference to a project that went to Council? Is there anything I need to do with this?

Ruth A. Scott | Executive Assistant / Deputy City Clerk
City of DeKalb | 200 South Fourth Street | DeKalb, IL 60115
Phone: 815-748-2090 | Fax: 815-748-2091
Email: ruth.scott@cityofdekalb.com | Website: www.cityofdekalb.com
July 13, 2017

The Honorable Jerry Smith
Mayor of DeKalb
200 S. Fourth St.
DeKalb, IL  60115

Subject: Participation Breakdown

FAP 324 (IL 23)
Section (27R & 28R)RS-5
DeKalb County
Contract no. 66E55

Dear Mr. Smith:

For your information, I am attaching the cost breakdown for the City of DeKalb's participation.

A comparison between the estimated cost and the awarded amount is provided.

Be reminded, the final cost will be determined in accordance with the agreement the City of DeKalb has with the Department.

Sincerely,

Kevin Marchek, P.E.
Region Two Engineer

By: Joseph C. Wick Jr., P.E.
Project Implementation Engineer

cc:  Don Ernat
     Wayne Phillips
     Yogesh Patel
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| Z001 L 03 0021 | 122,118.70 A | FEDERAL(IL) | 97,694.96 | 80.0000 | CITY OF DEKALB | 24,423.74 | 20.0000 |

| 07PO L 01 0021 | 10,408.40 A | SYCAMORE | 10,408.40 | 100.0000 |
| 07PO L 02 0021 | 9,966.92 A | CITY OF DEKALB | 9,966.92 | 105.0000 |

| COUNTY TOTALS | 4,430,346.56 |

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FUND/AREA/SEQ/CONST/SFTY TOTAL: 122,118.70
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**FUND/AREA/SEQ/CONST/SFTY TOTAL**: 3,966.92

**COUNTY TOTAL**: 4,430,346.56

**PROJECT TOTAL**: 4,430,346.56

**CONTRACT TOTAL**: 4,430,346.56