

**Highway Committee  
January 5, 2023  
6:30 PM  
DeKalb County Highway Department  
1826 Barber Greene Road  
DeKalb, Illinois 60115**

**AGENDA**

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Approval of Minutes**
  - a. Regular Meeting – November 3, 2022**
- 4. \*Public Comments**
- 5. Resolution #2023-01 Award Resolution for one new Cab & Chassis**
- 6. Resolution #2023-02 Engineering IGA with Town of Cortland**
- 7. Vacant Personnel Positions**
- 8. Chairman’s Comments**
- 9. County Engineers Comments**
  - a. Monthly Update on Projects**
  - b. Legislative Update**
  - c. DSATS Update**
- 10. Adjournment**

**\* Any member of the public may address the Highway Committee for up to 3 minutes on any topic of their choosing, limited to thirty minutes in total. It would be helpful to the meeting logistics if the public notified us in advance of their intent to speak, but that is not mandatory.**

**Highway Committee**  
**January 5, 2023**  
**6:30 PM**  
**DeKalb County Highway Department**  
**1826 Barber Greene Road, DeKalb, Illinois 60115**

**AGENDA ITEM SUMMARY**

**1. Roll Call**

**2. Approval of Agenda**

**3. Approval of Minutes**

**Regular Meeting – November 3, 2022**

**4. Public Comments**

*\* Any member of the public may address the Highway Committee for up to 3 minutes on any topic of their choosing, limited to thirty minutes in total. It would be helpful to the meeting logistics if the public notified us in advance of their intent to speak, but that is not mandatory.*

**5. Resolution #2023-01; Award Cab & Chassis**

*January 4, 2023 is the scheduled bid opening for the purchase of a new Cab and Chassis. The lowest bidder meeting the specifications will be recommended to the committee for award, the pricing details will be available at the meeting.*

**6. Resolution #2023-02; Intergovernmental Agreement for the Town of Cortland**

*This is a standard Intergovernmental Agreement for the provision of providing engineering services for the Town of Cortland. DeKalb County shall handle all facets of the bidding and contracting process for requested general maintenance and construction projects for the Town of Cortland.*

**7. Vacant Personnel Positions**

*Vacancies exist for various positions at the Highway Department*

**8. Chairman's Comments**

*Updates and comments from the Committee Chairman*

**9. County Engineers Comments**

**a. Monthly Update on Projects**

**b. Legislative Update**

*Updates on State and/or Federal Bills*

**c. DSATS Update**

**d. Other Miscellaneous Updates**

**10. Old Business**

**11. New Business**

**12. Adjournment**

*Note: These minutes are not official until approved by the Highway Committee at a subsequent meeting. Please refer to the meeting minutes when these minutes are approved to obtain any changes to these minutes.*

**Highway Committee**  
**November 3, 2022**  
**6:00 PM**  
**DeKalb County Highway Department**  
**1826 Barber Greene Road, DeKalb, Illinois 60115**

**Meeting Minutes**

**Call to Order:** Vice Chairman Luebke called the meeting to order at 6:00 pm

**1. Roll Call**

Committee members present were Vice Chairman Luebke, Mr. Deutsch, Ms. Emmer, Mr. Osland, and Mr. Reid. Absent were Chairman Plote & Ms. Willis. The County Engineer, Mr. Schwartz, Support Services Manager, Ms. Richardson and one guest were also in attendance.

**2. Approval of Agenda**

Motion to approve the November 3, 2022 agenda made by Ms. Emmer; seconded by Mr. Osland; Motion approved unanimously.

**3. Approval of Minutes**

**Regular Meeting – October 6, 2022**

Motion to approve the October 6, 2022 meeting minutes made by Mr. Deutsch; seconded by Mr. Reid; Motion approved unanimously.

**4. Public Comments**

No public comments.

**5. Resolution #2022-228; MFT General Maintenance Resolution for 2023 Expenditures**

This is a Resolution approving spending Motor Fuel Tax (MFT) funds utilized for scheduled maintenance projects during 2023. In order for the Department to spend any MFT funds, the County must appropriate said funds and the State of Illinois, through IDOT, must authorize the expenditure. This resolution satisfies that requirement. The County will be using MFT funds for a portion of the salary paid to the maintainers while they are performing maintenance functions on the road. When not working on the road, their salary is paid with local highway tax dollars. MFT funds cannot be utilized for administration or engineering staff as they do not perform maintenance functions, per IDOT's definitions, on the County's roadways. MFT funds will also be used for winter maintenance materials (salt), equipment rental, seal coat operations and pavement striping for the coming year. The total funds requesting to be appropriated are

\$2,123,000.00, broken out as salary \$723,000; equipment rental \$500,000; winter maintenance \$600,000; seal coat operations \$185,000; and pavement striping \$115,000. **Motion to forward Resolution #2022-228 to the full County Board recommending approval was made by Mr. Osland; seconded by Mr. Deutsch; Motion approved unanimously.**

#### **6. Resolution #2022-229; Fund Balance Resolution**

From time to time governmental entities have their fund balances scrutinized by concerned tax payers to see if they are taxing needlessly just to build up fund balances. It is generally accepted that a fund balance equal to or less than 2.5 times the average expenditures over the last three years is an adequate amount of funds to have on hand. While this rule may be appropriate for funds with similar expenditures each year, capital funds are a different issue. The Highway Department's Federal Highway Matching Tax budget is utilized for capital projects. In order for this Department to pay for a project we must save up and when we have a sufficient amount saved for a programed project, we spend it down. During the years of saving up, the fund balance would often exceed the accepted 2.5 Miller Ratio causing the County to be drawn into legal proceedings questioning the reason for such a high balance. This resolution identifies current and future funding for highway and bridge projects that our Federal Highway Matching Tax has been programed for and therefore should not be considered as excess funds when reviewing that particular balance. It is a good tool to keep the Community informed as to where their tax dollars are being spent. **Motion to forward Resolution #2022-229 to the full County Board recommending approval was made by Ms. Emmer; seconded by Mr. Reid; Motion approved unanimously**

#### **7. Chairman's Comments**

Vice Chair had no additional comments

#### **8. County Engineers Comments**

##### **a. Monthly Update on Projects**

Transportation Improvement Projects were updated;

-Added is Item #3 Glidden/Baseline Road Intersection Safety Improvement the Committee approved the Resolution for the Preliminary Engineering last month

-North First Street paving is complete. This resurfacing project with the City of DeKalb's portion south of Rich was included as funded 80% by DSATS, our portion from Rich north to Rt 64 is now an established 80,000 lb Truck Route year-round with the use of TARP funds. North of Rt 64 will remain spring posted until the connecting roads are upgraded.

-Peace Road widening to Freed Road with bridge replacement is moving along but pushed back 1 year in the budget for costs close to four million.

-Perry Road Bridge will be replaced with a concrete box culvert, the design work approval is close to being completed once we get environmental review approval.

-Plank Road Study report is waiting on the cultural review report from the state, it is close to public comment input. We will probably advertise using several options through city, newspaper, and the school.

-Rollo Road culverts should be a spring 2023 letting, this was one of the Tour stops

-Suydam Road HMA Paving is complete from Rollo Road to State Rt 23, this used TARP funding therefore signage will be updated as Class II Truck Route. Mr. Schwartz stated we will apply for a grant to begin establishing a Truck Route connection from LaSalle County over W Suydam Road over Rollo Road over Chicago Road west to Lee County to complete truck access to Interstate 39

**b. Legislative Update**

Things are quiet until after elections.

Mr. Schwartz stated he will be the Chairman of the County Engineers Legislative Committee in 2023, moving up from Vice Chair position. He looks forward to their committee engaging with TOI that is made up of Townships and Road Districts.

**c. DSATS Update**

Shared the DSATS report of STU Funding by Agency (County, City of DeKalb, Sycamore & Cortland) highlighting the various project costs and funding. Mr. Schwartz recently attended a Traffic Conference where Roundabouts was a topic. Roundabouts may be a route to consider for safety concerns we have in the County at specific intersections with recurring serious and fatal crashes.

**d. Other Miscellaneous Updates**

The Highway Dept has been working for about three weeks at the County's Community Outreach Building parking lot replacing tile and resurfacing. We will paint the parking stripes will be next week. Before and after pictures were viewed of this One County Initiative project.

The office flooring project will hold off until next year's budget to help cover the increase of projected cost. The requirement of Prevailing Wages deterred some quotes.

Usually we hire consultants to do necessary work to check for wetlands required on many bridge projects. We currently have an Engineer Tech interested in taking the once per year offered class to be able to handle more in-house work which would be a savings to the County.

- 9. Old Business** – Mr. Reid inquired as to the vacancies in the department. Mr. Schwartz provide the update that the Engineering Tech position remains vacant but finished interviews today for the current Highway Maintainer vacancy with a very strong candidate which we will be reaching out to offer a position.

**10. New Business**

**11. Adjournment**

**A motion to adjourn was made by Mr. Osland; seconded by Mr. Leubke; Motion approved unanimously, adjourning the meeting at 6:49 pm.**

Respectfully Submitted,

Patrick Deutsch  
Current Highway Committee Chairman

**RESOLUTION**  
**#R2023-02**

**WHEREAS**, the Highway Committee of the DeKalb County Board deems it appropriate to enter into an agreement with the Town of Cortland for certain general maintenance projects overseen by the DeKalb County Engineer; and

**WHEREAS**, DeKalb County Highway Department will provide engineering services for general maintenance projects for the maintenance and repairs of certain streets within the jurisdiction of the Town of Cortland.

**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Board that it does authorize the Chairman to execute the appropriate Intergovernmental Agreement with the Town of Cortland, Illinois.

**PASSED AT SYCAMORE, ILLINOIS THIS 18th DAY OF JANUARY, 2023 A.D.**

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

ATTEST:

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

|                        |                            |
|------------------------|----------------------------|
| Budget Funding Sources | No County Funding Involved |
|------------------------|----------------------------|

**RESOLUTION #R2023-01**

**WHEREAS**, bids have been invited by the County of DeKalb for provision of pieces of equipment as specified, and

**WHEREAS**, **Company name, of**, Illinois has submitted the lowest bid meeting specifications, for the provision of said item;

**NOW, THEREFORE, BE IT RESOLVED**, by the DeKalb County Board that it does approve an award in the bid submitted meeting specifications for the provision of the specified equipment in the amount as provided below.

**Company name**

A) Provision of a new .....Tandem Axle Cab and Chassis as specified in the amount of

.....(\$); and

B) Option provisions if any

C) **Total cost of cab and chassis with options - \$.....**

PASSED AT SYCAMORE, ILLINOIS THIS 18th DAY OF JANUARY, 2023 A.D.

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

ATTEST:

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

| <b>Funding for Award Resolution 2023-01</b> | <b>Bid</b> | <b>Budgeted</b> |
|---|------------|-----------------|
| <b>100% Highway Fund (Property Tax)</b>     |            |                 |

**INTERGOVERNMENTAL AGREEMENT FOR  
THE PROVISION OF ENGINEERING SERVICES FOR THE  
TOWN OF CORTLAND, ILLINOIS IN DEKALB COUNTY,  
ILLINOIS**

**THIS INTERGOVERNMENTAL AGREEMENT** (*“the Agreement”*) is entered into by and between the County of DeKalb, a unit of local government of the State of Illinois (*“DeKalb County”*) and the Town of Cortland, a unit of local government of the State of Illinois (*“Town of Cortland”*).

**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**, Town of Cortland and DeKalb County 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 Town of Cortland is desirous of DeKalb County to provide engineering services for general maintenance and construction projects for the maintenance and repairs of certain streets within the jurisdiction of the Town of Cortland; and

**WHEREAS**, DeKalb County and Town of Cortland have determined that in regard to the general maintenance and construction projects, which DeKalb County shall handle all facets of the bidding and contracting process; and

**WHEREAS**, the estimated yearly project costs will be provided with the submission of BLR 14222, Estimate of Maintenance Costs or other appropriate forms, and will consist of general maintenance, construction, maintenance engineering, preliminary engineering, and construction engineering estimates as appropriate for the project. For any joint hot mix asphalt resurfacing project between the Town of Cortland and DeKalb County, a total fee for Preliminary Engineering and Construction Engineering shall be five percent of the Town of Cortland’s responsibility of the final project cost. For any general maintenance project with the Town of Cortland, a total fee for Preliminary Engineering and Construction Engineering shall be five percent of the Town of Cortland’s responsibility of the final project cost. For any joint construction project between the Town of Cortland and DeKalb County, a Preliminary Engineering fee of ten percent and Construction Engineering fee of five percent shall be based on the Town of Cortland’s responsibility of the final project cost. Any additional material testing by a third party shall be paid for by the Town of Cortland.



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

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

**Section 2.** DeKalb County's responsibilities are as follows:

- a. DeKalb County will prepare or cause to be prepared project plans, specifications and bid documents.
- b. DeKalb County will advertise and award a contract to the low responsible bidder for the general maintenance and construction projects requested by the Town of Cortland in coordination with the County's general maintenance and construction projects. DeKalb County will be responsible for supervising the completion of these general maintenance and construction projects by the contractor retained by them.
- c. DeKalb County will ensure that the Project(s) comply with the rules and regulations directed by the Illinois Department of Transportation ("*IDOT*"), Local Road and Streets Manual and all other applicable local ordinances, state and federal laws.
- d. DeKalb County will comply with all competitive bidding and selection requirements necessary for completion of the Project(s) pursuant to applicable state and federal laws.
- e. Upon Project(s) completion, DeKalb County shall provide the Town of Cortland with a pay estimate for the total amount of final Project(s) costs to be paid by the Town of Cortland.
- f. DeKalb County shall release the completed project(s) to the Town of Cortland's jurisdiction for continued maintenance.

**Section 3.** Town of Cortland agrees to the following:

- a. Town of Cortland shall appropriate funds to pay for the Town of Cortland Project(s) Costs.
- b. Town of Cortland will concur in the award of the Project(s) to the qualified low bidder.
- c. Town of Cortland agrees to the implementation of the Project(s) by DeKalb County.
- d. Town of Cortland agrees to reimburse DeKalb County the entire Town of Cortland Project(s) Costs after receipt of an invoice (pay estimate) for same

and approval for payment through routine processing by the Town Board at their next scheduled meeting following receipt.

**Section 4. General Terms & Conditions:**

- a. The failure of the Town of Cortland to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement, shall constitute a Default by Town of Cortland hereunder. Further, in the event Town of Cortland shall fail to timely make a scheduled payment, which Town of Cortland is required to perform under this Agreement, DeKalb County shall notify Town of Cortland in writing and allow Town of Cortland thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured within 30 days of receipt of such notice, DeKalb County will consider Town of Cortland to be in Default under this Agreement. Upon the occurrence of a Default, DeKalb County may, by an action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to the specific performance of the agreement contained herein. Town of Cortland further agrees to reimburse DeKalb County for all attorneys' fees and costs incurred by DeKalb County related to DeKalb County's enforcement of this Agreement.
- b. The failure of DeKalb County to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement, shall constitute a Default by DeKalb County hereunder. Upon the occurrence of a Default, the Town of Cortland may, by an action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to the specific performance of the agreement contained herein. DeKalb County further agrees to reimburse Town of Cortland for all attorneys' fees and costs incurred by Town of Cortland related to Town of Cortland's enforcement of this Agreement.
- c. This Agreement and the rights of the parties hereunder may not be assigned (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 or assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.
- d. All notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

*If to DeKalb County:* DeKalb County Engineer

1826 Barber Greene Road  
DeKalb, Illinois 60115

*If to Town of Cortland:* Town Engineer  
PO Box 519, 59 S Somonauk Road  
Cortland, Illinois 60112

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time.

- e. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Illinois, Twenty-Third Judicial Circuit, State of Illinois. In case any provision of this Agreement shall be declared and/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 Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired thereby.
- f. Town of Cortland and DeKalb County agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach. No endorsement or statement on any check or correspondence accompanying a check for payment shall be deemed as an accord and satisfaction and DeKalb County may accept such payment without prejudice to its rights to recover the balance of Town of Cortland Project(s) Costs still owed.
- g. This Agreement 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.
- h. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- i. Nothing contained in this Agreement, nor any act of DeKalb County or Town of Cortland pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving DeKalb County and Town of Cortland.

- j. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- k. Nothing in the agreement shall be construed as to change the jurisdiction of either DeKalb County or Town of Cortland in respect to their roadway and/or bridge improvements, and their ongoing jurisdictional duties in respect to the roadways and bridges themselves.
- l. The Term of Agreement shall commence as of January 1, 2023 and remain in effect until cancelled by either party per section 4.a above. Further, Agreement will not be cancelled until final repayment of the Town of Cortland Project(s) Costs except as otherwise specified herein.
- m. DeKalb County and Town of Cortland 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 Agreement to be executed by their duly authorized officers on the date(s) below.

County of DeKalb, a unit of local Government, of the State of Illinois

Town of Cortland, a unit of local Government, of the State of Illinois

By: \_\_\_\_\_

By: [Signature]

Chair, DeKalb County Board

Mayor, Town of Cortland

Date: \_\_\_\_\_

Date: 12-20-2022

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: [Signature]

DeKalb County Clerk

Town of Cortland Clerk

