



**DEKALB CITY COUNCIL AGENDA
REGULAR MEETING
SEPTEMBER 26, 2022
6:00 P.M.**

DeKalb Public Library
Yusunas Meeting Room
309 Oak Street
DeKalb, Illinois 60115

Pursuant to Chapter 2 “City Council”, Section 2.04 “Council Meetings”, persons wishing to address the City Council during this meeting are required to register with the Recording Secretary by filling out and submitting a Speaker Request form, copies of which are located on the table just outside the meeting room, along with copies of the agenda. Comments will be limited to three (3) minutes. Further information for addressing the City Council can be found on the Speaker Request form.

A. CALL TO ORDER AND ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF THE AGENDA

D. PRESENTATIONS

1. [Proclamation: Fire Prevention Week, October 9-15, 2022.](#)

E. PUBLIC PARTICIPATION

F. APPOINTMENTS

None.

G. APPROVAL OF THE MINUTES

1. Minutes Submitted by the City Clerk – None
2. Minutes Submitted by the Recording Secretary
 - a. [Minutes of the Regular City Council Meeting of September 12, 2022.](#)

H. CONSENT AGENDA

1. [Accounts Payable and Payroll through September 12, 2022, in the Amount of \\$2,656,612.](#)
2. [Freedom of Information Act \(FOIA\) Report – August 2022.](#)

Assistive services, including hearing assistance devices, available upon request.

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3. Resolution 2022-087 Authorizing the Execution of a Workers' Compensation Lump Sum Petition and Order in the Amount of \$67,558.75 (James Sietsema). ([click here for additional information](#))

I. PUBLIC HEARINGS

None.

J. CONSIDERATIONS

1. Consideration of a New Crime-Free Initiative.

City Manager's Summary: A series of senseless shootings on three consecutive days in late August, capping a summer of numerous weapons-related offenses and citizen complaints concerning "shots fired," have aroused public interest in a variety of potential city government policies to address the public safety threat. This agenda item focuses upon violence and felonious activity in the City's rental housing.

BACKGROUND

Currently, the three legal pillars behind the "rules" that define our local governance on this topic are:

- Municipal Code, Chapter 10 "Landlord Tenant Regulations";
- Municipal Code, Chapter 17 "Administrative Hearing Procedure"; and
- Municipal Code, Chapter 52 "Offenses Against the Public Peace, Safety and Morals".

All three Municipal Code sections touch on both criminal behavior and criminal property management, and variously assign penalties for both. Chapter 52, Section 52.05, promulgates the current "Criminal Housing Management" conditions and penalties. Chapter 10 is more widely known and generally describes the reciprocal responsibilities of landlords and tenants in DeKalb that are elsewhere described in the City's Landlord-Tenant Handbook. Chapter 10 introduces and details a "Crime-Free Housing Lease Provision."

These "crime-free housing" provisions were generally developed in 2013 after nearly two years of collaborative discussion involving local landlords, tenants, City officials, and interested City residents. The intent was to reduce crime in the thousands of rental properties throughout the City and to foster a unique and positive relationship between the DeKalb Police and local residents and businesses.

The "three-strike" system (Section 52.05 of the Municipal Code) currently in place puts a landlord and any related management company on the clock once an arrest is made at a rental unit or property. For a first offense, the part-time Crime-Free Housing Coordinator contacts the landlord about an unlawful activity and asks the landlord to complete a form that explains the steps to be taken to prevent the incident from reoccurring. For a second unlawful incident at the same address, the Coordinator again serves notice to the landlord with a warning that a third offense might lead to the declaration of a "disorderly house," which might carry fines of no less than \$750 nor more than \$1,500 for the third incident and each subsequent incident. In addition, if an administrative hearing officer rules that the property or unit is a disorderly house, a further penalty would be a restriction on entry to the unit or property for a period determined by the hearing officer.

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The attached draft ordinance would (a) compress the period required to establish a pattern of unlawful conduct in a City rental unit or property; (b) initiate the City's involvement once any illegal activity is identified by responding Police officers, whether or not an arrest is made on the spot; and (c) impose very stiff fines on those landlords or managers whose rental unit(s) are the location of unlawful offenses.

THE PROPOSED CRIME-FREE INITIATIVE

Targeted Offenses.

The draft ordinance targets the following unlawful activity on rental property located in the City:

- (i) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, possessions, and consumption of alcoholic liquor; restrictions) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20, as may be amended from time to time.
- (ii) Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1, et seq., as may be amended from time to time.
- (iii) Any offense defined and prohibited by the City of DeKalb Municipal Code, as may be amended from time to time.

Pursuant to 65 ILCS 5/1-2-1.5, unlawful activity does not mean the following:

- (i) Contact made to the police or other emergency services, if: a) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; b) the intervention of emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or c) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- (ii) An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the rental unit or on the leased premises; or
- (iii) Unlawful activity occurring in the rental unit or on the leased premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party.

Criminal Nuisance Property Violation.

The occurrence of an unlawful activity on a rental property is a nuisance. Any person, owner, landlord, or tenant who controls rental property or a rental unit and allows, commits, maintains, permits, or fails to prevent the occurrence of an unlawful activity on the rental property or rental unit shall be liable for a criminal nuisance property violation.

The Process for Establishing a Criminal Nuisance Property Violation.

- 1) Any sworn officer of the DeKalb Police Department who responds to any unlawful activity at a rental property shall document the unlawful activity pursuant to applicable policies, procedures, ordinances, and laws, and report such unlawful activity to a shift supervisor, who shall promptly refer it to the Director of the Crime-Free Bureau (the “Director”). This referral shall be automatic regardless of whether any arrests were made, or citations were issued by the responding officers. Furthermore, the Police Chief, Fire Chief, Chief Building Official, or their respective designees shall review all police, fire, and code enforcement contacts on a daily basis for any unlawful activity at a rental property and promptly refer any such unlawful activity to the Director.
- 2) Director’s Preliminary Determination. The Director shall review a referral of potential unlawful activity within 48 hours of receiving said referral and determine whether there may be a reasonable basis to believe that the referral constitutes evidence of unlawful activity at the rental property in violation of this Section (the “Preliminary Determination”).
- 3) Director’s Informal Notice and Meeting. If the Director determines that there may be sufficient evidence of a criminal nuisance property violation, then within 48 hours of that determination, the Director shall notify the Landlord, Tenant, or any other person who may be cited for a criminal nuisance property violation by mail, phone, email, fax, or in person about the unlawful activity and provide a report identifying the location, a copy of any citations or arrest reports, and the names of the tenant(s), occupant(s), or others involved (the “Director’s Informal Notice”). The Director’s Informal Notice shall invite the Landlord, Tenant, any other person who may be cited for a criminal nuisance property violation, and their respective attorneys to a meeting (in person or remotely), which shall occur within five (5) business days from the date of the Director’s Informal Notice, with the Director and/or the Police Chief, City Manager, City Attorney, or their respective designee(s) to discuss the unlawful activity, efforts to prevent the unlawful activity, and the abatement of the unlawful activity (the “Meeting”).
- 4) Violation Notice. If the Director issues a violation notice for a criminal nuisance property violation, the violation notice shall be given pursuant to the City’s administrative hearing procedure under Chapter 17 of the City’s Municipal Code. Except if there is a failure to respond to the Director’s Informal Notice and Meeting, the Director shall have the discretion to issue a violation notice for a criminal nuisance property violation based on factors including, but not limited to, the nature of the unlawful activity, the existence of prior unlawful activity at the rental property, the reasonable efforts to prevent the unlawful activity, the reasonable efforts to abate the unlawful activity, and any agreement made at the Meeting. If there is a failure to respond to the Director’s Informal Notice and Meeting, then the Director shall issue a violation notice.
- 5) Administrative Hearing. The hearing on the violation notice for a criminal nuisance property violation shall be heard by a neutral administrative hearing officer pursuant to the procedures established by Chapter 17 of the City’s Municipal Code.

Remedies are defined:

Upon a finding by a preponderance of the evidence that the respondent committed a criminal nuisance property violation, the Administrative Hearing Officer shall order the following remedies:

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- 1) Abatement Order. An abatement order requiring the respondent to abate the violation including, but not limited to, enforcing the crime-free lease addendum; compliance with a security plan to prevent the occurrence of unlawful activity at the premises; and providing reasonable security measures to prevent unlawful activity at the rental property (e.g., alarms, cameras, keys, lighting, private security, routine inspections of the rental property, criminal history/background investigation of Tenants by a reputable agency that uses a national database, and prompt enforcement of the crime free housing lease provision).
- 2) First Violation. For the respondent(s)'s first violation, a mandatory minimum fine of \$2,500.00. The order shall require the Landlord to abate the violation by enforcing the applicable Crime Free Lease provisions which may include eviction for engaging in or facilitating unlawful activity. Additionally, the order may require the respondent to abate the violation(s) by enforcing a security plan including such measures as alarms, cameras, better lighting, private security, etc.).
- 3) Second Violation. For the respondent(s)'s second violation within 180 days, a mandatory minimum fine of \$5,000.00 shall be imposed plus an order requiring the Landlord or designee to make restitution including relocation expenses to any tenant victim whose health or safety was imperiled because of the violation.
- 4) Subsequent Violations. For the respondent(s)'s third violation and all subsequent violations, a mandatory minimum fine of \$10,000.00 for each violation and the mandatory closure of the rental property or rental unit for at least 12 months.
- 5) Stay Order. An order pausing the enforcement of any of these remedies if the respondent shows sufficient proof of commencing an action to enforce the crime free housing lease provisions and obtaining an order for possession of the rental property or rental unit pursuant to the provisions of the Illinois Forcible Entry and Detainer Act (735 ILCS 5/9-101, *et seq.*).

Retaliation and interference with an abatement order is prohibited. No Landlord, Owner, or any other person in control of the Rental Property may retaliate against any person who complains or testifies about the alleged occurrence of an unlawful activity on the rental property, nor shall any rental agreement prohibit any such complaint or testimony, nor shall any rental agreement or lease be terminated, or Tenant evicted because of any such complaint or testimony. Furthermore, no Landlord, Owner, or any other person in control of the Rental Property may interfere with an abatement order or the City's efforts to enclose or inspect the Rental Property or Rental Unit pursuant to an abatement order.

Crime-Free Leasing Provision.

The proposed Crime-Free initiative embraces the City's existing Crime-Free Housing Lease provision (Section 10.10 of the Municipal Code) which grew out of the community discussions in 2013 and has evolved to its present status—most recently reviewed and supported by the City's Human Relations Commission. All landlords are currently required to include the following crime-free lease addendum in all rental contracts:

Crime Free Housing Lease Provision:

In consideration of the execution or renewal of a lease of the rental unit identified in this lease (the "leased premises), Landlord and Tenant agree as follows:

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1. *The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate unlawful activity in, on, at or about the leased premises.*
2. *The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, unlawful activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.*
3. *The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the Landlord, his agent, or other Tenant, or involves imminent or actual serious property damage.*
4. *The Tenant is vicariously liable for the unlawful activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.*
5. *In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.*
6. *For purposes of this Lease Section, unlawful activity shall mean:*
 - (i) *Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Purchase or Acceptance of Gift of Liquor by Persons Under Age 21) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20, or similar City of DeKalb ordinance.*
 - (ii) *Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1 et seq.*
 - (iii) *Any offense defined and prohibited by Chapter 52, "Offenses against Public Peace, Safety and Morals" of the City of DeKalb Municipal Code.*
7. *Violation of any of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of the tenancy, provided, however, a Tenant shall not be retaliated against nor evicted when merely a victim of any unlawful act prohibited herein, but shall be responsible for the acts of his/her guests and persons under his/her control. A single violation of any of the provisions hereof shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in any court within the county wherein the unit is located in the event Owner initiates legal action against the Tenant.*

To the extent permitted by law, Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any Tenant,

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co-signor, occupant or guarantor, if served upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease, the undersigned hereby waives any objection to service carried out under the terms of this agreement.

It should be noted that a landlord is currently authorized to ban a tenant's guests or invitees who engage in conduct that the landlord reasonably believes is prohibited by the Crime Free Housing Lease Addendum.

Additionally, tenants are expressly advised of the potential for inspection of their tenant space if deemed to be Chronically Disorderly under Chapter 52 of the City Code, or in violation of the No-Trespass Agreement and Banned List provisions of Section 10.20 of City's Municipal Code.

The failure of landlords to comply with the Crime Free Housing Lease Provision is currently punishable by a minimum fine of \$250.00. That fine would be raised to \$1,000 per day for every day that the rental agreement does not contain the Crime Free Housing Lease provision.

Director of the Crime-Free Bureau.

The key to the success of the proposed system is the fairness, consistency, and dedication of the person serving in the new full-time management position of "Director of the Crime-Free Bureau." The Director could be a seasoned police officer having attained the rank of sergeant or commander, or a professional with experience in the management of rental properties, among others.

City Council direction is recommended. [\(click here for additional information\)](#)

K. RESOLUTIONS

1. Resolution 2022-088 Authorizing an Architectural Improvement Program (AIP) Economic Incentive for 248 E. Lincoln Highway in the Amount of \$1,388.30 (Chilton's Sporting Goods).

City Manager's Summary: Stacy and Kirby Chilton, the owners of Chilton's Sporting Goods, have applied for an Architectural Improvement Program (AIP) TIF grant to assist them with some emergency roof repairs. Such repairs are considered deferred maintenance and are only afforded 10% grant under the AIP program's hierarchy of eligible repairs.

The estimated cost of the repair of the hot-processed roofing is \$13,883 (see attached estimate). The AIP portion would be \$1,388.30.

City Council approval is recommended. [\(click here for additional information\)](#)

2. Resolution 2022-089 Approving a Bar Liquor License for The Grove Tavern LLC, 204 N. Fourth Street.

City Manager's Summary: A new business is coming to Agora Tower – The Grove Tavern. The owners of the business have applied for a Bar liquor license, which will be considered “conditional” until the requirements laid out in the resolution are met. A conditional liquor license will allow the business to apply for their State of Illinois liquor license, which is required to purchase liquor and supplies. The owners have also requested the issuance of a Live Entertainment permit.

Upon approval of the liquor license, the City will receive an initial issuance fee of \$10,766, as well as \$377 for the Live Entertainment permit. The license term for a Bar liquor license and the supplemental Live Entertainment permit begins January 1 and ends December 31. Typically, this type of liquor license carries an annual renewal fee of \$2,830. However, The Grove Tavern's 2023 annual renewal fees will be reduced by 50% since the initial liquor license and Live Entertainment permit will be issued nine months into the current licensing term.

City Council approval is recommended. ([click here for additional information](#))

3. Resolution 2022-090 Authorizing a Professional Services Agreement with Hampton, Lenzini, and Renwick, Inc. for Design Engineering Professional Services for the Reconstruction of Lucinda Avenue in an Amount Not to Exceed \$400,230.

City Manager's Summary: The reconstruction and resurfacing of Lucinda Avenue from Annie Glidden to the Kishwaukee bridge abutment is overdue, as are upgrades to the roadway's ADA features. Fortunately, such a project is eligible for federal Surface Transportation Urban (STU) funds which pass through the Illinois Department of Transportation as projects qualify for IDOT's regional reconstruction program.

The project must be successfully bid by March 2024 and is planned for the summer of that year, so as not to interfere with the return of students in the fall. The attached resolution would award funds for the engineering design involved in the project to Hampton, Lenzini and Renwick (HLR) in the amount of \$400,230. A breakdown of the HLR charges is attached. It is expected that the overall construction project will have a price tag in the vicinity of \$2 million. Major challenges in preparing the design and bid documents will be maintaining traffic during construction, and the multiple intersections that require ADA upgrades.

The engineering services will be paid from the Motor Fuel Tax Fund (Fund 210). **City Council approval is recommended.** ([click here for additional information](#))

4. Resolution 2022-091 Authorizing the Award of a Contract to Elliott & Wood, Inc. in the Amount of \$212,053.64 for the Construction of Traffic Calming Measures on Fairview Drive and a Bike Path Extension near Grove Street with Staff Authority to Approve Change Orders Up to a Combined Project Total Not to Exceed \$225,000.

City Manager's Summary: This resolution concerns two smaller road projects bid in the same packet to assure their completion in the fall of 2022. As a result of many Fourth Ward concerns about traffic speeds on Fairview Drive between First and Fourth Streets, as well as regular, heavy truck traffic that defies obvious postings prohibiting such truck traffic, the City Engineer

has devised a number of traffic calming measures including a pedestrian island at the intersection with Monticello, and new striping along the corridor.

In addition to this project, the bid packet asked for pricing for the continuation of the Grove Street bike path through the Vaughn Parking Lot, just south of the railroad tracks between S. Second and S. First Streets. The combined work was recently bid, and two bidders responded. Elliott & Wood was the low bidder in the amount of \$212,053.64. An allowance for change orders was recommended by the City Engineer, bringing the not-to-exceed price for the combined projects to \$225,000. The two projects will be paid from the American Rescue Plan (ARPA) Fund or Fund 110.

City Council approval is recommended. ([click here for additional information](#))

5. Resolution 2022-092 Authorizing the Award of a Contract to Alliance Contractors in the Amount of \$53,512.50 for the Construction of a Sidewalk Extension along Annie Glidden Road with Staff Authority to Approve Change Orders Up to a Combined Project Total Not to Exceed \$60,000.

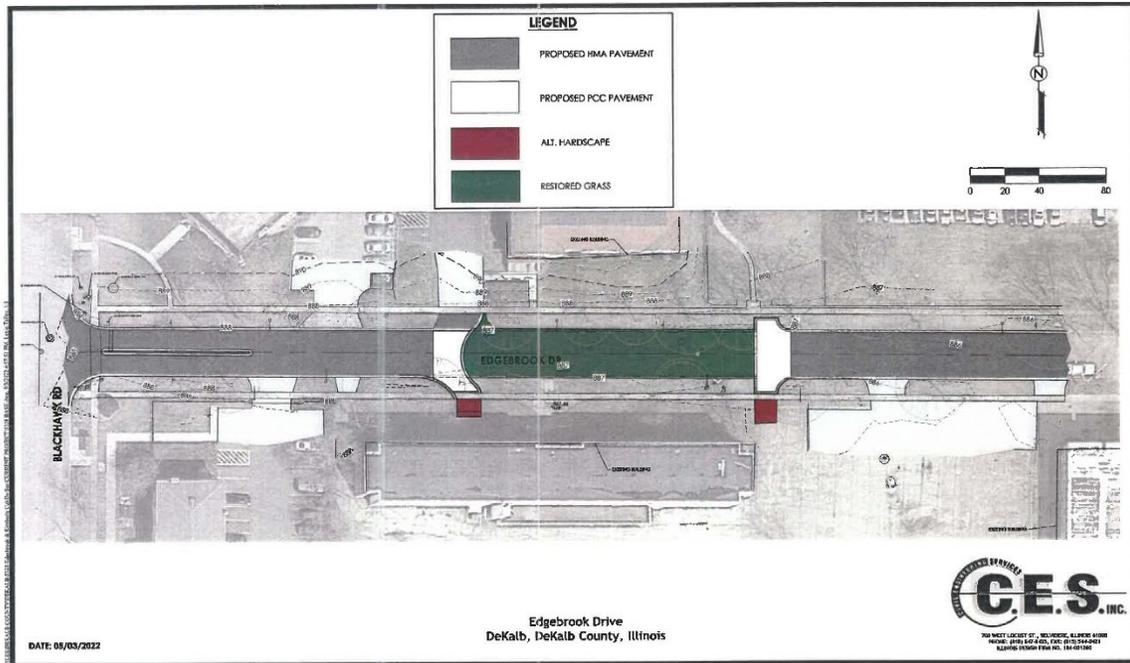
City Manager's Summary: This public safety project is long overdue. It will result in the linkage of the new public sidewalk on Twombly to the signalized intersection at Dresser Road and N. Annie Glidden Road, along the City's right-of-way on the west side of Annie Glidden. Since the DeKalb High School was opened on Dresser Road, students living in the densely populated Suburban Apartment complexes or in Eden's Garden have had to walk or ride their bikes across the busy four-lane section of N. Annie Glidden Road in unprotected space to go to and from the high school. This remedy will provide a protected path running northward to Dresser Road, where students and others can traverse the intersection as the "stop and go" signals permit.

The sidewalk work attracted three bids and Alliance Contractors was the low bidder at \$53,512.50. The contract provides an allowance for change orders to arrive at a not-to-exceed price of \$60,000. This project will be paid from the ARPA Fund (Fund 110).

City Council approval is recommended. ([click here for additional information](#))

6. Resolution 2022-093 Authorizing the Award of a Contract to Alliance Contractors in the Amount of \$202,138.70 for the Construction of Segmentation Measures along Edgebrook Drive with Staff Authority to Approve Change Orders Up to a Combined Project Total Not to Exceed \$222,000.

City Manager's Summary: Since the fall of 2021, City officials have engaged NIU officials and a variety of NIU Greek organizations in discussion about ways to calm traffic in the Greek Row area, and to create additional common space for recreational purposes serving Greek students as well as neighborhood families. One of the very popular approaches under discussion has been the interruption of the Kimberly and Edgebrook raceways with traffic-calming cul-de-sacs from both the Blackhawk and Normal Road ends. Provisions for the turn arounds of plow trucks, garbage trucks, emergency vehicles and other traffic needed to be included. City Engineer Zac Gill has vetted the proposed changes and has had enough time to create plans for the Edgebrook corridor, where the City's open space (the former location of 912 Edgebrook) already adds some recreational space. A rendering of the proposed project is shown on the following page:



Two bidders responded and the low bid was from Alliance Contractors in the amount of \$202,138.70. An allowance of an additional \$19,861.30 (9.8%) is also recommended.

City Council approval of a project price not-to-exceed \$222,000 is recommended. The project will be paid from the ARPA Fund (Fund 110). ([click here for additional information](#))

7. Resolution 2022-094 Authorizing Standard Equipment Company to Repair and Refurbish a 2005 Elgin Pelican Street Sweeper in an Amount Not to Exceed \$100,000.

City Manager's Summary: The City purchased its Pelican-brand street sweeper in 2005. It has been the workhorse in a small fleet of two mechanical sweepers in cleaning the City's streets. Street sweeping helps to prevent debris from blocking storm water catch basins, which alleviates flooding issues during heavy storms while improving the overall appearance of the city. The sweeper also picks up debris that would otherwise litter our streets and neighborhoods. The Pelican sweeper has logged 5,989 operating hours.

The current age of the sweeper along with extended wear and tear has left the unit inoperable in its current condition. Standard Equipment Company has provided a quote (see background exhibit) to repair and refurbish the unit to extend its life cycle for approximately 3-5 years.

As the cost for the repairs necessary to get the sweeper back in service may reach \$100,000, the cost of a new unit was investigated. A new Pelican sweeper (one of the most durable brands on the market) was found to be worth about \$266,000, allowing for a modest trade-in.

In anticipation of a wide disparity between a new unit and a repaired unit, the draft FY2023 capital budget (Fund 420) sets aside \$100,000 for such repairs. This option was briefly discussed at the joint Council/FAC meeting in August.

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The City Manager recommends proceeding with a contract to repair the Pelican sweeper. The unit will not be returned in good repair until early in FY2023. ([click here for additional information](#))

8. Resolution 2022-095 Authorizing the Waiver of Competitive Bidding and an Agreement with Layne Christensen Company for Repair and Replacement of Well Parts and Equipment in an Amount Not to Exceed \$61,105.

City Manager's Summary: As Assistant Public Works Director Bryan Faivre writes in his background memorandum, at its July 25, 2022, regular meeting, the Council approved Resolution 2022-065 authorizing Layne Christensen Company to perform repairs to the City's Well No. 14. Layne completed the repairs to the well on September 2 and the well was returned to service.

It is typical for the Utility division to keep a spare pump and other parts in stock for the next failure, so the recovery of the well's capacity is expedited. Layne Christensen has provided a bid of \$61,105 to replace well parts and equipment that were removed from the City's inventory during the repair of Well No. 14, and to pay for the cost of about 350 feet of well column piping that was replaced during the repair process.

Layne is the authorized dealer and sole source provider for Byron Jackson pumps and motors in the state of Illinois. Approval of this agreement will allow the City to have in place a spare motor, pump, and column piping for emergency well repairs. It will also maintain the standardization of well equipment allowing components to be used at any of the City's six deep well sites.

City Council approval of the not-to-exceed bid of \$61,105 from Layne Christensen is recommended. The funding for this purchase is found in the Water Capital Fund (620-00-00-85500). It should be noted that the cost of the Well No. 14 repairs, including the replacement equipment and parts mentioned in this Agenda item, was about \$45,000 below the budget for the well replacement that was anticipated when the FY22 Budget was prepared. ([click here for additional information](#))

L. ORDINANCES – SECOND READING

1. Ordinance 2022-028 Revoking Ordinance 2012-070 Providing a Special Use Permit for a Vehicle Salvage Yard Located at 1008 Oak Street.

City Manager's Summary: On June 27, the City Council approved Ordinance 2022-028 on first reading. The ordinance provided for the revocation of the special use permit granted to DeKalb Iron and Metal and its successors for a vehicle salvage yard located at 1008 Oak Street. The extraordinary act of revoking a special use permit is typically based on a property owner's disregard for the terms of the original permit and could involve practices that have a deleterious effect on neighboring properties. All of these factors applied in late June and, as the recent background photos illustrate, still apply today.

For the past several years, the City's Building Department has had a series of conversations with the owners of the property at 1008 Oak Street and has issued written advisories as well as code violations concerning the erratic, unsightly, and at times unsafe storage of used vehicles at the site. In April 2022, the Department issued a formal Notice of Violations and an order to discontinue the illegal uses at 1008 Oak Street. As a part of that Notice, the property owner was given a clear indication of the City findings with related photographs and was

informed that a failure to remedy the violations could lead to a revocation of the special use permit, which allowed for vehicle recycling operations on the site. The property owner was also given 45 days to appeal the City's Notice, but the property owner did not appeal the City's Notice. At the Council meeting on June 27, the Council provided the owner a 90-day grace period to bring the property into compliance. As Chief Building Official Dawn Harper can attest, no significant progress has been made during this 90-day period.

Approval of the revocation ordinance on second reading is recommended. ([click here for additional information](#))

M. ORDINANCES – FIRST READING

1. Ordinance 2022-047 Authorizing a Development Agreement with American Marketing and Publishing Company.

City Manager's Summary: On July 25, the City Council considered a development agreement between the City of DeKalb and Nehring Electrical Works Company. The Company's impressive growth in and around the neighborhood where it was established early in the twentieth century has rubbed up against neighboring properties, which include primarily industrial or commercial-zoned properties between N. Seventh Street and N. Tenth Street, and several residential-zoned properties east of the intersection of N. Tenth Street and N. Eleventh Street. Recently, the company has made investments which promise further growth in production and greater wire storage needs.

In early July, Council member Greg Perkins and the City Manager met with the President of Nehring Electric, Ray Hott, and members of his staff including CFO Tom Jackowski and Operations Director Charles Dobbel to find a "global" solution to frictions with neighboring property owners over tractor trailer conflicts with passenger vehicles, limited on-street parking, and night-time noise. Given the Company's expanding investment in adjoining properties, the conversation turned to the prospect of the creation of a "campus" that would more effectively insulate both the Company and neighboring properties from potential conflicts. To achieve such a campus in the restricted geographic area, the City Manager recommended—and the Council encouraged--some creative thinking to forge a lasting solution. The next Agenda item details the final draft of a development agreement with Nehring Electric that will hopefully contribute to such a lasting solution.

However, not all contiguous commercial properties would come under the control of Nehring Electric. The most prominent of these is the American Marketing and Publishing Company at 915 E. Lincoln Highway, owned by Abe Andrzejewski. American Marketing is also a success story which has long served as one of DeKalb's largest employers. In 2021, the Company employed 351 persons, which made them the eighth largest City employer on a list that included NIU, Walmart, Ferrara, 3M and others. The Company occupies much of the land between N. Ninth Street and N. Tenth Street, north of E. Lincoln Highway and south of E. Locust Street.

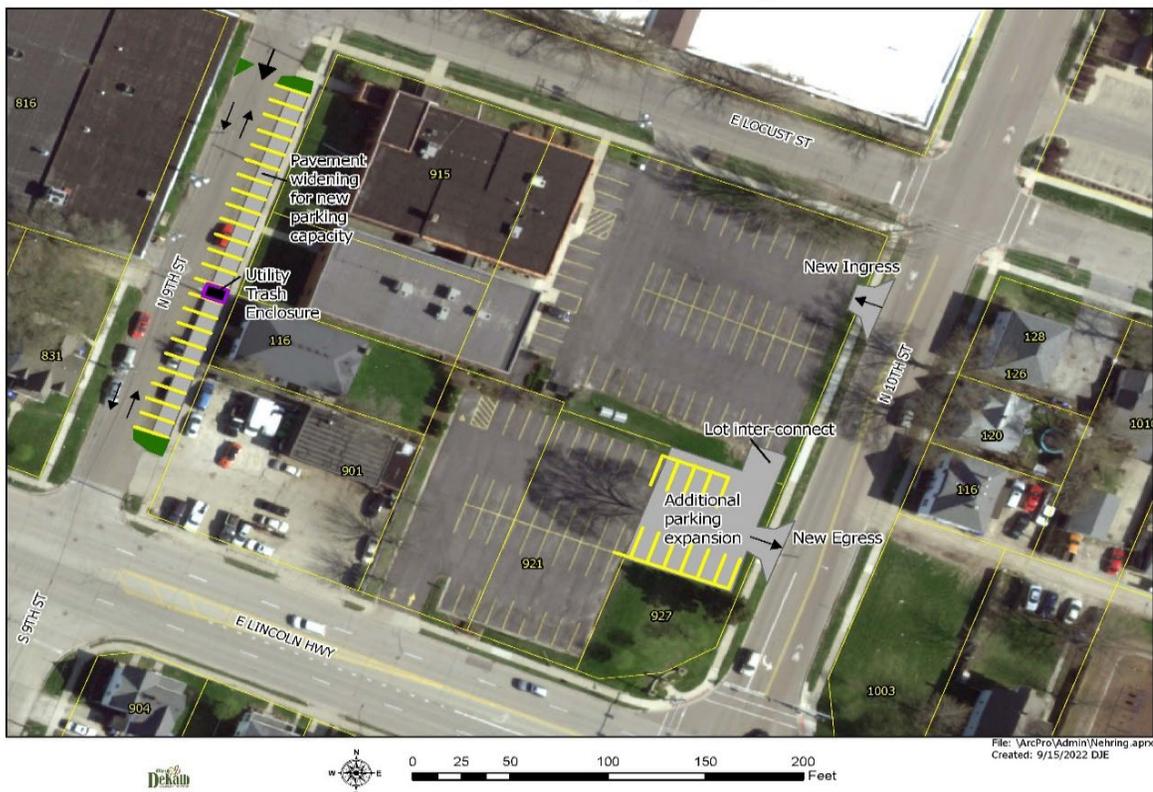
Since the Council's public discussion on July 25, Mr. Andrzejewski has made it known that the proposed closure of E. Locust Street from N. Tenth Street to N. Seventh Street to help create a "campus" for truck traffic serving Nehring Electric posed some significant challenges for the parking and access of his employees. Some of his employees compete for the available parking stalls on E. Locust each morning, and also on N. Ninth Street. Additionally, one of the

two existing access points to the American Marketing parking lots connects with E. Locust Street.

City Engineer Zac Gill, Planning Technician Doug Eaton, and the City Manager have been working with Mr. Andrzejewski for several weeks to draft some parking changes that would serve American Marketing's employees as well as Nehring Electric's employees. The proposed "solution" has the following components:

- a) The creation of about 22 perpendicular parking stalls on N. Ninth Street. This will involve the paving of the parkway but will assure two-way traffic on N. Ninth Street northward to that point where the transition to the vacated right-of-way begins (see the rendering, below).
- b) The creation of ingress and egress points for the American Marketing parking adjoining N. Tenth Street. Approximately 10 additional parking stalls will be created as the new access points are established.
- c) The preservation of the public sidewalk on the south side of E. Locust Street to afford unfettered transit for pedestrians and employees of the various adjoining businesses.

American Marketing & Publishing Parking Enhancements



The City's cost to create the additional parking can be wrapped into the larger street maintenance projects in FY23.

City Council approval is recommended on First Reading only, to invite further public consideration. ([click here for additional information](#))

Assistive services, including hearing assistance devices, available upon request.

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2. Ordinance 2022-048 Authorizing a Development Agreement with Nehring Electrical Works Company.

City Manager's Summary: As noted above, the City Council's July 25 discussion of a development agreement with Nehring Electrical Works Company is a creative approach to the redevelopment of an industrial area which has roots in the City's distant past. Without a TIF district to partially support redevelopment in the area, the City has been working on alternative paths to a neighborhood solution for traffic congestion and limited on-street parking.

The Nehring agreement has the following features:

- a) The Company's acquisition of the former Virgil Cook & Son properties at 119 N. Eighth Street;
- b) The City's construction of a modified cul-de-sac on N. Ninth Street stretching about 100 feet north of E. Lincoln Highway to allow access to the rental unit at 116 N. Ninth Street and new perpendicular parking serving American Marketing. This restriction will demarcate the transition to the private use of E. Locust by trucks backing into Nehring Electric's principle loading dock;
- c) The City's vacation of N. Ninth Street from the new cul-de-sac to E. Locust Street to allow for the unrestricted backing of tractor trailers into the prime loading dock area serving the original Company building;
- d) The City's vacation of E. Locust Street from N. Seventh Street to N. Tenth Street to create a private parking area where tractor trailers loading and unloading would not conflict with other vehicular traffic. A cross-access easement will be demarcated for the eastern portion of this vacated right-of-way to allow for access to the American Marketing parking lot from Locust Street;
- e) The City's vacation of the alley immediately west of the former Virgil Cook properties.
- f) The City's vacation of N. Eighth Street from E. Lincoln Highway to E. Locust Street for unrestricted use by Nehring because the short street section would no longer serve other vehicular traffic;
- g) The City's enlargement of the storm drainage piping leaving the catch basin at N. Ninth Street and E. Locust Street to eliminate chronic ponding that restricts truck movements whenever there is a large rain event.
- h) The re-zoning of the subject parcels to "PD-I," Planned Development District, Industrial, to provide the maximum flexibility for the Company as it re-arranges vital functions within the proposed complex.

The City would make a good faith effort to repair the Locust Street storm sewer this fall before the winter weather arrives. The remaining street work is planned to occur in 2023.

City Council approval is recommended on First Reading only, to invite further public consideration. ([click here for additional information](#))

3. Ordinance 2022-049 Approving the Annexation of Certain Property to the City of DeKalb (Afton Road Right-of-Way from E. Gurler Road to Keslinger Road).

City Manager's Summary: The City purchased sufficient right-of-way in 2020 to create a new rural roadway connecting Gurler Road with Keslinger Road. This roadway replaced the long-established Crego Road right-of-way that connected Gurler and Keslinger Roads until that portion which coursed through the current Meta property was vacated through Council action in the spring of 2020.

Although City-owned, the new rural roadway known as Afton Road which runs along the east boundary of the Meta development has not been annexed and rezoned. Now that the roadway is completed and the metes and bounds are clearly determined, the City is in a position to annex the roadway. Annexation will provide the City with contiguity to other developable parcels to the south and east of the Meta development. The roadway has a 66-foot right-of-way and features two, asphalt-paved driving lanes and rural shoulders and ditches.

The Planning and Zoning Commission considered the annexation petition at its regular meeting on September 19, and by a vote of 6 to 0 the Commission recommended Council approval. **City Council approval of the Planning and Zoning Commission recommendation is requested.** ([click here for additional information](#))

4. Ordinance 2022-050 Approving the Rezoning of the Afton Road Right-of-Way from E. Gurler Road to Keslinger Road from the "SFR1" Single-Family Residential District to the "HI" Heavy Industrial District (City of DeKalb).

City Manager's Summary: With Council approval of the annexation of the new Afton Road, the roadway comes into the City with the most restricted zoning – "SFR1," Single Family – as provided in state statute. The attached ordinance would zone the road right-of-way more appropriately to conform to the zoning of the surrounding industrial parcels. That zoning is "HI" Heavy industrial.

The Planning and Zoning Commission considered the rezoning petition at its regular meeting on September 19, and by a vote of 6 to 0 the Commission recommended Council approval. **City Council approval of the Planning and Zoning Commission recommendation is requested.** ([click here for additional information](#))

N. REPORTS AND COMMUNICATIONS

- 1. Council Member Reports.**
- 2. City Manager Report.**

O. EXECUTIVE SESSION

None.

P. ADJOURNMENT

[SEPTEMBER 26, 2022, AGENDA PACKET](#)

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