

ORDINANCE NO. 2019-07

AN ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT OF WAY IN THE
CITY OF GENOA, DEKALB COUNTY, ILLINOIS

WHEREAS, the City of Genoa 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 72 (identified as Main Street within the CITY) and IL 23/72 from IL 23 South to IL 23 North. Work will include milling and resurfacing of the existing pavement, pavement markings, traffic signal detector loop replacement, curb ramp and crosswalk 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 Routes 72 and 23/72 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 GENOA 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 Routes 72 and 23/72 within the corporate limits of the City of Genoa

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.

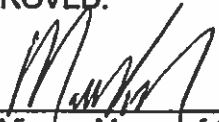
Section 5: Any person, firm or corporation violating the provisions of this Ordinance shall be fined not less than \$100 nor more than \$750 for each offense, a separate offense shall be deemed committed for each and every day during which the violation continues or exists.

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.

PASSED by the Mayor and City Council of the City of Genoa of DeKalb County,

Illinois, this 19 day of March, 2019.

APPROVED:



Mark Vicary, Mayor of Genoa, IL

3-19-19

Date

ATTEST:



Kim Winkler, City Clerk of Genoa, IL

3-19-19

Date

PASSED: 3-19-19

SIGNED: 3-19-19

PUBLISHED: 3-19-19



Illinois Department of Transportation

Office of Highways Project Implementation / Region 2 / District 3
700 East Norris Drive / Ottawa, Illinois 61350-1628

April 1, 2019

Honorable Mark Vicary, Mayor
City of Genoa
333 E. First St.
Genoa, IL 60135

City-State Agreement JN319002
FAP 324 (IL 23/72) & 553 (IL 72)
Section (128)PP,RS-5 & (25,128)PP,RS-3
DeKalb County
Job No. C-93-025-17
Contract No. 66H03

Dear Mayor Vicary:

Attached is a fully executed copy of the final City-State agreement for your files.

If you have any questions or require further information, please contact Brad Duncan, Studies & Plans Project Engineer, at (815) 434-8420.

Sincerely,

Kevin Marchek, P.E.
Region Two Engineer

A handwritten signature in black ink, appearing to read 'Kevin Marchek'.

By: Wayne L. Phillips, P.E.
Program Development Engineer

BD:dld

received
4-4-19 JT

FAP 324 (IL 23/72) & 553 (IL 72)
Section (128)PP,RS-5 & (25,128)PP,RS-3
DeKalb County
3P Milling and Resurfacing with ADA improvements
Job No. C-93-025-17
Contract No. 66H03
Agreement JN319002

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 Genoa 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 72 (identified as Main Street within the CITY) and IL 23/72 from IL 23 South to IL 23 North. Work will include milling and resurfacing of the existing pavement, pavement markings, traffic signal detector loop replacement and curb ramp and crosswalk improvements to meet requirements of the American's with Disabilities Act (ADA).

Termini of the subject project are approximately from County Highway 13 to IL 23 South along IL 72 in Genoa and from IL 23 South to IL 23 North along IL 23/72. The gross length of the project is 14,358 feet. The subject project is hereby identified under FAP 324 (IL 23/72) & FAP 553 (IL 72), Section (128)PP,RS-5 & (25,128)PP,RS-3, Job No. C-93-025-17 and Contract No. 66H03 (see project location map attached hereto as Exhibit # 1).

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

WHEREAS, the existing pavement section of IL 72 (Main Street) consists of two lanes with street parking from County Highway 13 to IL 23 South. Sidewalks and curb and gutter are present throughout. The existing section of IL 23/72 from IL 23 South to IL 23 North consists of two lanes with safety shoulders.

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 72, IL 23/72 and sideroad/entrance paving - (80% FEDERAL/ 20% STATE Cost):** Proposed work on IL 72 and IL 23/72 includes removal of 2.75 inches of the existing hot-mix asphalt surface and replacement with 1.25 inches of hot-mix asphalt leveling binder and 1.5 inches of hot-mix asphalt surface course along IL 72 through Genoa. East of Genoa to IL 23(North) includes 5 inches of hot-mix asphalt removal and replacement with 3.5 inches of hot-mix binder course and 1.5 inches 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 72 - (80% FEDERAL/20% STATE Cost):** Improvements to ADA curb ramps crossing IL 72 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, push button adjustments/new push buttons as applicable 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 72 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, push button adjustments/new push buttons as applicable and median pavement. Adjacent resurfacing and pavement markings will be installed at the STATE's cost.
- D. **Parking lane paving on IL 72 (Main Street) - (50% FEDERAL/50% CITY Cost):** Improvements to the parking lanes in the IL 72 (Main Street) section of the project will require 50 percent participation. This work will include milling and resurfacing the lanes. Pavement markings associated with the parking will be installed at the STATE's cost
- 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 72 and IL 23/72 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.

Work Item	Construction		Federal Cost		State Cost		City Cost	
	Cost							
Mainline IL 72, IL 23/72 and intersecting local road resurfacing (Includes ADA ramps that do not require city participation)	\$2,280,000		\$1,824,000	80.0%	\$456,000	20.0%	0	0.0%
ADA curb ramp reconstruction (optional locations requiring city cost participation)	\$40,000		\$32,000	80.0%	0	0.0%	\$8,000	20.0%
Parking lane paving	\$80,000		\$40,000	50.0%	0	0.0%	\$40,000	50.0%
subtotal	\$2,400,000		\$1,896,000		\$456,000		\$48,000	
Engineering (15%)							\$7,200	
Totals	\$2,400,000		\$1,896,000		\$456,000		\$55,200	

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 \$55,000 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 \$55,000 divided by the estimated construction costs, \$2,400,000, 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 72 & IL 23/72 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. The CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, which include the parking lanes and their adjacent curb and gutter.
9. It is mutually agreed by the STATE and the CITY that all CITY owned streets that intersect IL 72 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.
10. 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.
11. The CITY agrees, upon completion of the project, to maintain all storm sewers and appurtenances within the city limits 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.
12. 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.
13. 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.

14. 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 June 6, 2011. No additional traffic signals are being installed at new locations under this contract.
15. 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 36-6005895. 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.
16. The CITY agrees to not permit additional entrances along Illinois Route 72 without the consent of the STATE.
17. 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.
18. The CITY agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.
19. 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.
20. The CITY will continue to enforce the existing ordinances regulating parking along IL 72 at various locations within the limits of this improvement. In addition to these existing ordinances, attached hereto as Exhibits #3 and #4, applicable portions of the City of Genoa Municipal Code Title 6, Chapter will also apply.
21. 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 #5.
22. 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.
23. The CITY agrees to enforce an ordinance, adopted in July 9, 1963 and restated in later agreements dated January 24, 1990 and June 25, 1991, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers along the state highway. Applicable sections of Title 8 of City of Genoa Municipal Code will also apply.
24. 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.

25. 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.
26. 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".
27. 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.
28. 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 72 and IL 23/72 as constructed under Contract 66H03. 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.
29. Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.
30. 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.
31. This Agreement is executed in duplicate and each party shall retain one (1) completely executed copy, each of which is deemed as an original.
32. 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 June 1, 2022.
33. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
34. This agreement is passed and approved by the Mayor and City Council of the City of Genoa of DeKalb County, Illinois and the State of Illinois, through its Department of Transportation.

Executed on Behalf of the City of Genoa of DeKalb County, Illinois, on this


19 day of March, 2019.

APPROVED:

ATTEST:



Mark Vicary, Mayor of City of Genoa



Kim Winker, Genoa City Clerk


3-19-19

Date

3-19-19

Date

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



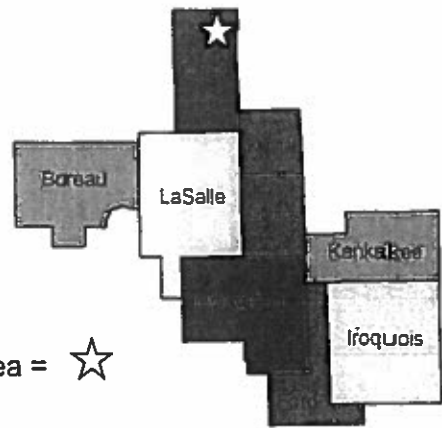
Kevin F. Marchek, P.E.
Region Two Engineer

04/01/19

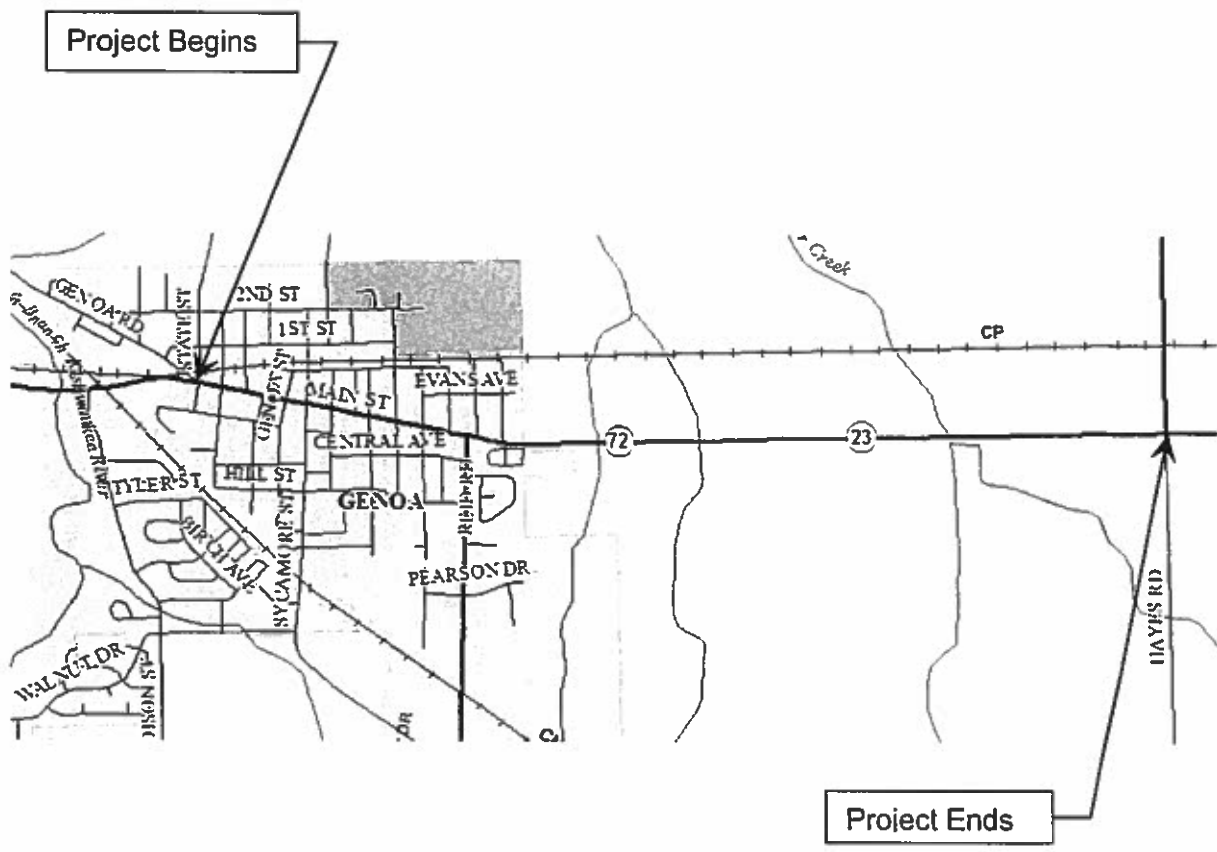
Date

Project Location Map

FAP 324 and FAP 553 (IL 23/IL 72)
Section (128)PP,RS-5 & (25,128)PP,RS-3
DeKalb County
3P Resurfacing with ADA Ramps
C-93-025-17



Project Area = ☆



D3# 2971

FAP 324 (IL 23/IL 72) & FAP 553 (IL 72)
Section (128)PP,RS-5 & (25,128)PP,RS-3
DeKalb County
3P Milling and Resurfacing with ADA improvements
Job No. C-93-025-17
Contract No. 66H03

EXHIBIT NO. 2

RESOLUTION NO. 2019-G

APPROPRIATION OF FUNDS FOR ADA CURB RAMP IMPROVEMENTS AND RESURFACING OF PARKING LANES; IN CONJUNCTION WITH MILLING AND RESURFACING OF IL 72 & IL 23/IL 72 FROM APPROXIMATELY COUNTY HIGHWAY 13 IN GENOA TO IL 23 (NORTH)

WHEREAS, the City of Genoa 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 72 (identified as Main Street within the CITY) and IL 23/72 from IL 23 South to IL 23 North. Work will include milling and resurfacing of the existing pavement, pavement markings, traffic signal detector loop replacement, curb ramp and crosswalk improvements to meet requirements of the American's with Disabilities Act (ADA).

Termini of the subject project are approximately from County Highway 13 to IL 23 South along IL 72 in Genoa and from IL 23 South to IL 23 north along IL 23/72. The gross length of the project is 14,358 feet. The subject project is hereby identified under FAP 324 (IL 23/72) and FAP 553 (IL 72), Section (128)PP,RS-5 & (25,128)PP,RS-3, Job No. C-93-025-17 and Contract No. 66H03.

WHEREAS, the CITY is to participate in sharing certain costs for improvements along Illinois 72; 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)
- Parking lane milling and paving along East Main Street (IL 72). - (50 percent CITY Cost)

WHEREAS, the totaled construction and required added 15 percent engineering costs to the CITY is estimated at \$55,000.

NOW, THEREFORE, BE IT RESOLVED, that the CITY hereby appropriates the sum of FIFTY-FIVE THOUSAND DOLLARS (\$55,000) 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 \$55,000. divided by the estimated project construction cost of \$2,400,000, 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.

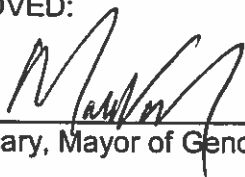
BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide additional funds if the amount appropriated herein proves to be insufficient to cover its share of the costs.

PASSED by the Mayor and City Council of the City of Genoa of DeKalb County,

Illinois, this 19th day of March, 2019.

APPROVED:

ATTEST:



Mark Vicary, Mayor of Genoa, IL



Kim Winkler, City Clerk of Genoa, IL

3/19/19

Date

3/19/19

Date

EXHIBIT "A" 786

EXHIBIT 3

PARKING ORDINANCE

Be it ordained by the City Council of the City of Genoa that:


Section 1: Automobiles, trucks and other vehicles shall be prohibited from parking along both sides of Main Street (Illinois Route 72 and 23) from Sycamore Street easterly to the east corporate limits and Illinois Route 23 from Main Street south to the south corporate limits. Parking will not be permitted within the limits of intersections as determined by the State from intersection studies.

Section 2: Any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not less than Fifty (\$50.00) Dollars(s) nor more than Five Hundred (\$500.00) Dollars(s) for each offense.

Section 3: This Ordinance is prepared in connection with the proposed improvement of FA Route 68 (Illinois Route 23) known as State Section 26RS-2, and shall go into full force and effect at the time of the completion of said improvement.

I, Judith A. Campbell, City Clerk in and for the City of Genoa, hereby certify the foregoing to be a true, perfect and complete copy of an Ordinance adopted by the City Council at a meeting on June 11, A.D., 19 91.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25th day of June, A.D., 1991.



City Clerk

(S E A L)

EXHIBIT "B"

EXHIBIT 4

PARKING ORDINANCE

Be it ordained by the City Council of the City of Genoa that:

Section 1: Parking, relative to automobiles, trucks and other vehicles, along Main Street shall be restricted as follows:

- a. From State Street to Monroe Street, parallel parking permitted along both sides.
- b. From Monroe Street to Emmett Street, parallel parking permitted along the north side and diagonal parking permitted along the south side.
- c. From Emmett Street to Sycamore Street, parallel parking permitted along both sides.

At locations where parallel parking is permitted, such parking shall be so executed that the wheels of the vehicles nearest the curb shall not be farther away from the curb than twelve (12) inches. Parking will not be permitted within the limits of intersections as determined by the State from intersection studies.

Section 2: Any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not less than Five Dollars(s) nor more than Two hundred Dollars(s) for each offense.

Section 3: This Ordinance is prepared in connection with the proposed improvement of Illinois Route 72, Federal Aid Route 553, known as State Section 128 RS-2, and shall go into full force and effect at the time of the completion of said improvement.

I, Judith A. Campbell, City Clerk in and for the City of Genoa, hereby certify the foregoing to be a true, perfect and complete copy of an Ordinance adopted by the City Council at a meeting on January 23, A.D., 19 90.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of January, A.D., 19 90.


City Clerk

(S E A L)