



Posted: 6/8/2016

**REGULAR CITY COUNCIL MEETING**  
**JUNE 13, 2016, 7:00 P.M.**  
**Marengo City Hall, 132 East Prairie Street**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Participation** (Interested parties are invited to speak for two minutes on any item listed on the agenda. Any person wishing to address the City Council must approach the podium, be recognized by the Mayor, and provide their name for the record.)
- 5. Approval of Minutes:** May 23, 2016 Regular Meeting Minutes
- 6. Approval of the List of Bills**
- 7. New Business**
  - a. Action on an Ordinance Amending Section 33.07-B – Number of Licenses - Adding One Class AA Liquor License – Maggie O’Neil’s Public House – 100 South State Street
  - b. Action on an Ordinance Amending Section 33.07-B – Number of Licenses – Add one Class AA and Remove one Class B– McCormick Mart – 219 W. Grant Highway – Unit A
  - c. Authorization to Execute an Agreement with HR Green – General Consultation Contract
  - d. Authorization to Execute an Agreement with Midwest Contract Operations for Class 1 WWTP Operator Services
  - e. Ratification of Waiver of Formal Bid Process and Expenditures for Emergency Repairs of Well 6
  - f. Action on an Ordinance Establishing the Prevailing Wage Rates for the City of Marengo
  - g. Report on Fact Finding Regarding Wastewater Treatment Plant Incident
  - h. Request for Special City Council Meeting on June 20, 2016 at 7:00 P.M. in Regards to Updates on the Proposed Interchange at the Tollway and Route 23
- 8. Mayor’s Statements and Reports**
- 9. Department Head and Staff Reports**
- 10. Reports and Statements from City Council**
- 11. Adjournment**

**Marengo City Council  
Regular Meeting Minutes  
City Council Chambers  
132 E. Prairie Street  
Marengo, IL 60152  
May 23, 2016**

CALL TO ORDER

Mayor Donald B. Lockhart called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE

Senior Patrol Leader Christian Barns, from Boy Scout Troop 530, led everyone in the Pledge of Allegiance.

ROLL CALL

Present this evening are Mayor Donald B. Lockhart; Aldermen Matt Keenum, Michael Smith (entered the meeting at 7:05 pm), Nicole DeBoer, Dennis Hammortree, Brett Martin and Steve Mortensen. Also present are City Administrator Gary Boden, Assistant City Administrator Joshua Blakemore, Chief of Police Joseph Hallman, Public Works Director Howard Moser, City Attorney Carlos Arevalo and Finance Director Jennifer Snelten. Alderman Todd Hall and City Engineer Tim Hartnett were absent.

CONSENT TO APPOINTMENT FOR VACANT WARD 1 ALDERMAN POSITION & OATH OF OFFICE – Mike Miller

Alderman Nicole DeBoer made a motion, seconded by Alderman Matt Keenum, to approve the appointment of Mike Miller to fill the vacancy in Ward 1. The aldermen voted as follow:

Ayes: Smith, Keenum, Mortensen, DeBoer, Martin and Hammortree

Nays: 0

Abstain: 0

The motion passed.

City Attorney Arevalo administered the oath of office to Mr. Miller, who then took his seat with the rest of the aldermen.

ROLL CALL

Present are Mayor Donald Lockhart, Aldermen Matt Keenum, Steve Mortensen, Nicole DeBoer, Mike Miller, Michael Smith, Dennis Hammortree and Brett Martin.

PUBLIC PARTICIPATION

A resident spoke to the Council about ordinance violations for a business in the downtown area. Those violations are for signs and also for upkeep on the façade. He also spoke about the need for street lights in the Brackmann subdivision.

APPROVAL OF MINUTES

Alderman Nicole DeBoer made a motion, seconded by Alderman Michael Smith, to approve the minutes with a correction made on page 2 (correcting the aye votes to include her). The aldermen voted as follows:

Ayes: Martin, Hammortree, Keenum, Mortensen, Miller, DeBoer and Smith

Nays: 0

Abstain: 0

The motion passed.

APPROVAL OF LIST OF BILLS

Questions were asked on various bills, and answers were given.

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to approve the list of bills. The aldermen voted as follows:

- Ayes: Smith, Keenum, Martin, Mortensen, Miller and DeBoer
- Nays: Hammortree
- Abstain: 0

The motion passed.

APPROVAL OF THE CONSENT AGENDA

- a. Adoption of Updated Drug & Alcohol Abuse Policy

Mid-West Truckers Drug & Alcohol Testing Consortium has requested that the City adopt an updated policy, so as to remain in compliance with DOT regulations. The areas that were changed (updated) are underlined in the proposed policy.

Alderman Michael Smith made a motion, seconded by Alderman Nicole DeBoer, to approve the adoption of the updated Drug & Alcohol Abuse Policy, with the changes noted. The aldermen voted as follows:

- Ayes: DeBoer, Mortensen, Smith, Keenum, Hammortree, Martin & Miller
- Nays: 0
- Abstain: 0

The motion passed.

NEW BUSINESS

- a. Request for Direction about Adjustments to the Brookside Meadows Annexation Agreements Pertaining to Sidewalks/Paths and Light Poles

Administrator Boden stated that there is ongoing discussion with the builder on various items – bike path length, sidewalk construction options and location of light poles. Once more specific information is put together it will be brought before the Council for review and direction.

There was a question on a return of money made to Brackmann Construction and Administrator Boden said he would research that and get back to the Council with the information.

- b. Request for Direction on Property Maintenance Enforcement – 113/115 S. State St.

Administrator Boden updated the Council on what has occurred recently in the City's efforts to improve the façade of the property on State Street. Letters have been sent to the property owner, but no response has been received from them. The Council recommended charging fines for the ordinances that are involved (sign, façade and removal of snow and ice during the winter). Administrator Boden will keep the Council updated on this ongoing problem.

MAYOR'S STATEMENTS AND REPORTS

Mayor Lockhart clarified an application for liquor license that had been received. The application was submitted prior the official start of the new application fees, so it was processed with the old \$5,000 fee. Mayor Lockhart reminded everyone about the Memorial Day Ceremonies on Monday.

DEPARTMENT HEAD AND STAFF REPORTS

Assistant City Administrator Joshua Blakemore welcomed Alderman Miller to the Council. He noted that a copy of the approved budget was handed out to each of the aldermen. He spoke about the McHenry

County Block Grant and explained about the new criteria that will need to be followed to apply for these funds.

Finance Director Jennifer Snelten also welcomed Alderman Miller, and reported that the month end reports were in the board packet, and there were no questions from the Council.

Public Works Director Howard Moser welcomed Alderman Miller and updated the Council on the stump removal around town, and also reminded everyone that hydrant flushing will be done from June 6<sup>th</sup> to the 10<sup>th</sup>.

Chief of Police Joseph Hallman welcomed Alderman Miller, and invited him to do a "ride along" with the police department. He reminded the Council that all are welcome to do that.

City Administrator Gary Boden reported on a Consent Order that was filed in district court, involving 300 West LLC, Arnold Engineering and the Attorney General's Office, was agreed upon. This is an agreed upon order that the judge will make a determination on, by this Friday, that involves the hookup of municipal water to the residents on Ritz Road. The issue regarding groundwater contamination is still being worked on by 300 West LLC, Arnold Engineering, the Illinois Attorney General's Office, and the IEPA. There was a meeting put together by Senator Pam Althoff last week with the residents, to bring them up to date on what is going on. He then spoke about the status of the I-90 interchange. Alderman Hammortree expressed concern about the possible delay in the interchange, and Administrator Boden said that he had not heard of any delay. He reminded the Council that the next meeting will not be until the 13<sup>th</sup> of June.

City Attorney Carlos Arevalo had no report.

City Clerk Connie Boxleitner thanked all the residents of Marengo for being generous this past weekend during the American Legion's Poppy Days. The funds that are collected go for direct support of Veterans in McHenry, Kane, DuPage and Will County.

REPORTS AND STATEMENTS FROM CITY COUNCIL

Alderman DeBoer thanked Chief Hallman for his assisting with the Color Run by the Booster Clubs for the High School and the Grade School on Saturday.

ADJOURNMENT

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to adjourn. The motion passed with a voice vote. The meeting adjourned at 8:00 PM.

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Constance J Boxleitner  
City Clerk

The City Council approved these minutes on \_\_\_\_\_.

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CITY OF MARENGO

BOARD MEETING: 06/13/16

BILLS PAYABLE REPORT FOR JUNE, 2016

PAGE: 1

WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$9,513.72
724136-06 JUNE 2016 MEDICAL INSURANCE PLAN PREMIUMS/ EMPLOYEE SHARE	01-208-000	9,513.72
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$301.34
F015934-06 JUNE 2016 LIFE INSURANCE PLAN PREMIUMS/ EMPLOYEE VOLUNTARY SHARE	01-208-002	301.34
METLIFE (1369)		\$675.40
KM05911825-06 JUNE 2016 DENTAL INSURANCE PLAN PREMIUMS/ EMPLOYEE SHARE	01-208-000	675.40
VISION SERVICE PLAN OF ILLINOIS (2199)		\$127.38
12222915-06 JUNE 2016 VISION INSURANCE PLAN PREMIUMS/ EMPLOYEE SHARE	01-208-000	127.38
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$10,617.84
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
AT&T LONG DISTANCE (113)		\$3.40
858449892 4/28-5/27/16 LONG DISTANCE SERVICE/ CITY HALL FAX	01-51-523.00	3.40
BLUE CROSS BLUE SHIELD (228)		\$4,818.02
724136-06 JUNE 2016 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	4,818.02
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$86.47
F015934-06 JUNE 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	86.47
FIRST NATIONAL BANK OF OMAHA (2575)		\$7.99
385057 PRESS PLUS/NORTHWEST HERALD ONLINE SUBSCRIPTION	01-51-531.00	7.99
HINCKLEY SPRINGS (2998)		\$36.02
14457314 042516 WATER DELIVERY	01-51-565.01	36.02
HR GREEN, INC. (1945)		\$45,053.96
104339 3/19-4/15/16 ENGINEERING SERVICES/INTERCHANGE DESIGN STUDY/REIMBURSED FROM MCDOT/STUDY 86140257	01-51-636.01	41,674.58
104527 3/19-4/15/16 ENGINEERING SERVICES/ ADMINISTRATIVE/DORAL RIDGE DRAINAGE CONSULTATION	01-51-636.00	216.00
104527 3/19-4/15/16 ENGINEERING SERVICES/ ADMINISTRATIVE/MEETING ATTENDANCE & REIMBURSEABLES	01-51-636.00	2,460.93
104527 3/19-4/15/16 ENGINEERING SERVICES/ ADMINISTRATIVE/TRANSPORTATION/MU02	01-51-636.00	702.45
MCHENRY COUNTY COUNCIL OF GOVERNMENTS (1337)		\$35.00
16014 MAY 2016 MEMBERSHIP MEETING	01-51-480.05	35.00
MCHENRY COUNTY DIV. OF TRANSPORTATION (3019)		\$1,834.75
9-15 MAY 2016 LOCAL SHARE/MCRIDE	01-51-588.01	1,834.75
METLIFE (1369)		\$557.99
KM05911825-06 JUNE 2016 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	557.99
OFFICE DEPOT (1575)		\$120.89
839150941001 COPY PAPER & GLUE STICKS	01-51-565.01	42.06
840948074001 FLASH DRIVE, BINDER CLIPS, REPORT COVERS, AND COPY PAPER	01-51-565.01	78.83
VISION SERVICE PLAN OF ILLINOIS (2199)		\$71.68
12222915-06 JUNE 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	71.68
VERIZON WIRELESS (2787)		\$208.32
687248174-00001 4/16-5/15/16 SERVICE/CITY HALL	01-51-523.00	208.32
TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES		\$52,834.49

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BILLS PAYABLE REPORT FOR JUNE, 2016

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>POLICE DEPARTMENT EXPENDITURES</u>		
AT&T (109)		\$1,479.50
815R1715765825 5/16-6/15/16 SERVICE/RADIO CIRCUIT/ S. ROUTE 23 TO LITH	01-52-523.00	1,222.60
815Z0400047651 5/16-6/15/16 SERVICE/RADIO CIRCUIT/ WATER TOWER TO PD	01-52-523.00	256.90
BLUE CROSS BLUE SHIELD (228)		\$19,589.30
724136-06 JUNE 2016 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	19,589.30
CHARTER COMMUNICATIONS (380)		\$295.98
824511663000123 ACCOUNT 8245116630001230/6/1-6/30/16 INTERNET SERVICE/POLICE	01-52-512.00	295.98
CINTAS CORPORATION #355 (411)		\$150.28
355229265 MATS/POLICE	01-52-510.00	75.14
355240907 MATS/POLICE	01-52-510.00	75.14
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$136.05
F015934-06 JUNE 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	136.05
MSC - 410526 (579)		\$46.70
1000512840 COFFEE AND CLEANING SUPPLIES	01-52-565.02	13.25
1000516533 COFFEE AND KITCHEN SUPPLIES	01-52-565.02	17.00
1000519684 COFFEE, SOAP, AND PICTURE FRAME	01-52-565.02	16.45
FIRST NATIONAL BANK OF OMAHA (2575)		\$45.00
427447 ILEETA/5/1/16-4/30/17 MEMBERSHIP RENEWAL/ INTERNATIONAL LAW ENFORCEMENT EDUCATORS AND TRAINERS ASSOCIATION	01-52-443.00	45.00
HINCKLEY SPRINGS (2998)		\$112.89
14457314 042516 WATER DELIVERY	01-52-565.02	112.89
JACK WOLF IN BELVIDERE (2622)		\$1,800.75
185141 REPAIR OF A/C CONDENSER AND REPLACEMENT OF WIRING HARNESS/M6	01-52-511.00	946.83
68433 LATCH/M5	01-52-511.00	156.36
68436 HOSES & SEALS/M5	01-52-511.00	9.32
68437 SEALS/M3	01-52-511.00	21.40
68456 HOSE AND SEAL/M3	01-52-511.00	98.87
68571 SPEED SENSOR CONNECTOR/ M6	01-52-511.00	66.96
68660 COMPRESSOR, FILTERS & GASKETS/M5	01-52-511.00	354.60
68771 ENGINE MOUNTS/M8	01-52-511.00	146.41
JPMORGAN CHASE BANK, N.A. (2861)		\$38.40
SB719127-11 CASE ID SB719127-11/SUBPOENA	01-52-545.00	38.40
KARSTEN'S TIRE & AUTO (1108)		\$90.00
60180 TOW CHARGES/M4	01-52-511.00	90.00
LINDSAY AUTO PARTS, INC. (1204)		\$472.90
926205 BRAKE ROTORS & TIE ROD/M3	01-52-511.00	155.89
926390 OIL STABILIZER/M3	01-52-511.00	9.99
926817 BALL JOINT/M4	01-52-511.00	58.04
927132 OIL & WASHER FLUID/M4	01-52-511.00	30.30
927742 CREDIT/RETURN OF TIE ROD/ORG. INV. 926205	01-52-511.00	-34.41
928577 ROCKER & CONNECTOR/M6	01-52-511.00	18.19
928756 HALOGEN BULB/M6	01-52-511.00	3.55
928798 SPOTLIGHT/M6	01-52-511.00	8.40
929514 A/C FILTER DRYER & FLUSH SOLVENT/M5	01-52-511.00	222.95
MARENGO FIRE PROTECTION DISTRICT (1266)		\$100.00
1114 RESCUE TASK FORCE COMMAND AND CONTROL REGISTRATION/KJELLGREN	01-52-430.00	100.00

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BILLS PAYABLE REPORT FOR JUNE, 2016

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GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>POLICE DEPARTMENT EXPENDITURES</u>		
METLIFE (1369)		\$1,181.98
KM05911825-06 JUNE 2016 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	1,181.98
NORTH EAST MULTI-REGIONAL TRAINING (1531)		\$1,235.00
204565 7/1/16-6/30/17 MEMBERSHIP DUES	01-52-443.00	1,235.00
NORTHWESTERN UNIVERSITY (1558)		\$800.00
6570 VEHICLE DYNAMICS TRAINING COURSE 4/18-4/22/16 RZOTKIEWICZ	01-52-430.00	800.00
OFFICE DEPOT (1575)		\$101.27
839150941001 PRINTER INK, POST IT'S, HANGING FOLDERS, SHEET PROTECTORS	01-52-565.02	101.27
VISION SERVICE PLAN OF ILLINOIS (2199)		\$200.73
12222915-06 JUNE 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	200.73
VERIZON WIRELESS (2787)		\$295.26
687248174-00001 4/16-5/15/16 SERVICE/POLICE	01-52-523.00	295.26
DENISE M. WESTLAND (2353)		\$85.68
REIMBURSEMENT MILEAGE & MEALS/5/31-6/1/16 POLICE RECORDS TRAINING SEMINAR/122.8 TOTAL MILES	01-52-430.00	85.68
TOTAL POLICE DEPARTMENT EXPENDITURES		\$28,257.67
<u>STREET DEPARTMENT EXPENDITURES</u>		
1ST AYD CORPORATION (2921)		\$555.70
PSI42052 GARBAGE BAGS AND CLEANING SUPPLIES	01-53-567.00	555.70
BLUE CROSS BLUE SHIELD (228)		\$6,441.83
724136-06 JUNE 2016 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	6,441.83
CINTAS CORPORATION #355 (411)		\$397.68
355231917 UNIFORMS	01-53-469.00	89.08
355234845 UNIFORMS	01-53-469.00	75.19
355237741 UNIFORMS	01-53-469.00	77.22
355240618 UNIFORMS	01-53-469.00	81.22
355243559 UNIFORMS	01-53-469.00	74.97
COMED (438)		\$421.25
2891090021 4/13-5/12/16 SERVICE/STREET LIGHTING THROUGHOUT CITY/CITY OWNED STREET LIGHTS/ ELECTRIC USAGE CHARGES	01-53-527.00	421.25
COMED (439)		\$6,205.92
1488129005 4/18-5/17/16 SERVICE/STREET LIGHTING THROUGHOUT CITY/LIGHTS OWNED BY COMED/RENTAL, MAINTENANCE & USAGE CHARGES	01-53-527.00	6,172.43
2361160029 4/11-5/11/16 SERVICE/STREET LIGHTING/CITY LOT #2 ELECTRIC USAGE CHARGES	01-53-527.00	33.49
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$41.92
F015934-06 JUNE 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	41.92
FIRST NATIONAL BANK OF OMAHA (2575)		\$8.99
413727 AMAZON.COM/CELL PHONE CASE/SEROTZKE	01-53-523.00	8.99
HR GREEN, INC. (1945)		\$726.16
104359 3/19-4/15/16 ENGINEERING SERVICES/MOBILE GIS IMPLEMENTATION/86110238.02	01-53-638.01	726.16
LINDSAY AUTO PARTS, INC. (1204)		\$31.68
927437 TAILLIGHT/T4	01-53-511.00	16.61
929563 FREON TAP/SHOP	01-53-511.00	15.07
MENARD'S (1364)		\$54.97
2165 HOSE AND SOAP	01-53-593.00	54.97

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>STREET DEPARTMENT EXPENDITURES</u>		
METLIFE (1369)		\$478.86
KM05911825-06 JUNE 2016 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	478.86
NEWMAN TRAFFIC SIGNS (1508)		\$109.64
TI-0297807 STREET SIGNS	01-53-513.01	77.53
TI-0297962 ZION SCHOOL CROSS COUNTRY CHAMPIONSHIP RECOGNITION SIGN	01-53-513.01	32.11
NORTHERN SAFETY CO., INC. (1546)		\$184.73
901956754 UNIFORM ALLOWANCE/YEARTON	01-53-469.00	184.73
VISION SERVICE PLAN OF ILLINOIS (2199)		\$70.44
12222915-06 JUNE 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	70.44
VERIZON WIRELESS (2787)		\$269.22
687248174-00001 4/16-5/15/16 SERVICE/STREETS	01-53-523.00	269.22
TOTAL STREET DEPARTMENT EXPENDITURES		\$15,998.99
<u>PUBLIC GROUNDS, WORKS &amp; BEAUTIFICATION EXPENDITURES</u>		
BRAUN THYSSENKRUPP ELEVATOR (262)		\$247.06
117694 6/1-8/31/16 QUARTERLY MAINTENANCE BILLING/ 3 OF 4	01-54-518.00	247.06
CHARTER COMMUNICATIONS (380)		\$169.97
824511663000144 ACCOUNT 8245116630001446/6/1-6/30/16 INTERNET SERVICE/PUBLIC WORKS	01-54-526.03	89.98
824511663002179 ACCOUNT 8245116630021790/6/15-7/14/16 INTERNET SERVICE/CITY HALL	01-54-526.03	79.99
CINTAS CORPORATION #355 (411)		\$140.30
355229265 MATS/CITY HALL	01-54-510.00	70.15
355240907 MATS/CITY HALL	01-54-510.00	70.15
COMED (438)		\$21.18
2796543007 4/11-5/11/16 SERVICE/109 E. WASHINGTON	01-54-526.03	21.18
CONSOLIDATED MATERIALS (2975)		\$100.00
8711 DISPOSAL OF SPOILS AND CONCRETE	01-54-515.00	100.00
JOHN HELLYER (879)		\$3,205.00
052216 STUMP GRINDING AND REMOVAL/ZONE 2	01-54-588.04	3,205.00
TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		\$3,883.51
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$1,092.06
724136-06 JUNE 2016 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-55-403.00	1,092.06
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$6.90
F015934-06 JUNE 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-55-403.00	6.90
GET JUNKIN (2752)		\$465.00
2586 GARBAGE REMOVAL AT 225 E. GRANT HWY PER MAYOR LOCKHART/INVOICE TO BE SENT TO BANK THAT OWNS PROPERTY	01-55-638.02	465.00
HALL'S LAWN MAINTENANCE, INC. (2387)		\$60.00
053116 MOWING OF LAWN/ 755 E. PRAIRIE	01-55-638.02	60.00
HINCKLEY SPRINGS (2998)		\$44.07
14457314 042516 WATER DELIVERY	01-55-565.00	44.07
LINDSAY AUTO PARTS, INC. (1204)		\$228.04
927635 IDLER ARM ASSEMBLY & BALL JOINT/B1	01-55-511.00	168.96
927739 PITMAN ARM/B1	01-55-511.00	59.08

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
METLIFE (1369)		\$66.47
KM05911825-06 JUNE 2016 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-55-403.00	66.47
OFFICE DEPOT (1575)		\$74.92
839150941001 COPY PAPER	01-55-565.00	37.46
840948074001 COPY PAPER	01-55-565.00	37.46
T.P.I. BUILDING CODE CONSULTANTS (2053)		\$640.00
201505 4/29-5/31/16- 4 PLUMBING INSPECTIONS	01-55-638.00	640.00
VISION SERVICE PLAN OF ILLINOIS (2199)		\$10.27
12222915-06 JUNE 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-55-403.00	10.27
VERIZON WIRELESS (2787)		\$136.94
687248174-00001 4/16-5/15/16 SERVICE/BUILDING DEPT	01-55-523.00	136.94
TOTAL BUILDING DEPARTMENT EXPENDITURES		\$2,824.67

GENERAL CORPORATE FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	10,617.84
51	ADMINISTRATION DEPARTMENT	52,834.49
52	POLICE DEPARTMENT	28,257.67
53	STREET DEPARTMENT	15,998.99
54	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	3,883.51
55	BUILDING DEPARTMENT	2,824.67
	TOTAL GENERAL CORPORATE FUND EXPENDITURES	114,417.17

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MOTOR FUEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PETER BAKER & SON (150)		\$443.94
11222 HOT MIX ASPHALT	20-00-713.01	443.94
TOTAL MOTOR FUEL TAX FUND EXPENDITURES		\$443.94

CITY OF MARENGO

BILLS PAYABLE REPORT FOR JUNE, 2016

PAGE: 7

BOARD MEETING: 06/13/16

WARRANT NO.: 1

RETAINED PERSONNEL FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
HR GREEN, INC. (1945)		\$6,810.50
104530 3/19-4/15/16 ENGINEERING SERVICES/DEERPASS MEADOWS II BESINGER/RETAINED PERSONNEL	22-215-000	1,650.00
104530 3/19-4/15/16 ENGINEERING SERVICES/WOODSTONE DEERPASS ESTATES VI/RETAINED PERSONNEL	22-215-000	1,740.50
104531 3/19-4/15/16 ENGINEERING SERVICES/SETTLERS COVE PHOENIX EAGLE BLDRS /RETAINED PERSONNEL	22-215-000	1,056.00
104532 3/19-4/15/16 ENGINEERING SERVICES/GLIDEPATH/ RETAINED PERSONNEL	22-215-000	1,781.75
104537 3/19-4/15/16 ENGINEERING SERVICES/ROUTE 20 SELF STORAGE/RETAINED PERSONNEL	22-215-000	582.25
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$6,810.50

RETAINED PERSONNEL FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	6,810.50
	TOTAL RETAINED PERSONNEL FUND EXPENDITURES	6,810.50

## CITY OF MARENGO

BOARD MEETING: 06/13/16

BILLS PAYABLE REPORT FOR JUNE, 2016

PAGE: 8

WARRANT NO.: 1

WATER &amp; SEWER FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>WATER DEPARTMENT EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$1,629.87
724136-06 JUNE 2016 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	1,629.87
CINTAS CORPORATION #355 (411)		\$154.00
355231917 UNIFORMS	30-70-469.00	41.47
355234845 UNIFORMS	30-70-469.00	29.82
355237741 UNIFORMS	30-70-469.00	27.57
355240618 UNIFORMS	30-70-469.00	27.57
355243559 UNIFORMS	30-70-469.00	27.57
COMED (438)		\$900.13
1017202024 3/17-4/18/16 SERVICE/501 NICOLE/WELL #8	30-70-526.00	677.13
2512078001 3/10-4/8/16 SERVICE/416 STEVENSON	30-70-526.00	92.27
3279033030 3/17-4/18/16 SERVICE/0 BRIDEN DR	30-70-526.00	79.17
3812080106 3/17-4/18/16 SERVICE/240 N. PROSPECT	30-70-526.00	51.56
CONSTELLATION NEWENERGY, INC. (463)		\$2,878.45
0032059247 3/17-4/17/16 SERVICE/501 NICOLE DR/WELL #8	30-70-526.00	595.32
0032060584 3/17-4/17/16 SERVICE/840 GREENLEE	30-70-526.00	1,532.71
0032060595 3/17-4/17/16 SERVICE/ LYNN DR/PUMP STATION	30-70-526.00	750.42
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$13.80
F015934-06 JUNE 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	13.80
DEBT SERVICE FUND (532)		\$22,254.25
JUNE 2016 TRANSFER TO DEBT SERVICE FUND	30-70-587.00	22,254.25
FERGUSON WATERWORKS #2516 (3022)		\$2,791.78
0191368 CLAMPS, GASKETS, GATE VALVES, PIPE, AND COUPLINGS	30-70-565.02	2,742.84
0191368-1 REPAIR CLAMP	30-70-565.00	48.94
HD SUPPLY WATERWORKS, LTD. (872)		\$693.00
F529602 WEDGES & GUIDE CAP/VALVE REPAIRS	30-70-565.02	625.00
F573168 VALVE BOX RISERS	30-70-565.00	68.00
HR GREEN, INC. (1945)		\$726.17
104359 3/19-4/15/16 ENGINEERING SERVICES/MOBILE GIS IMPLEMENTATION/86110238.02	30-70-635.00	726.17
ILLINI POWER PRODUCTS (977)		\$207.85
PSO002368-1 BLOCK HEATER FOR WELL GENERATOR	30-70-512.00	207.85
MCHENRY ANALYTICAL WATER LAB INC (1345)		\$190.00
1602687 WATER SAMPLE TESTING	30-70-638.00	175.00
390689 WATER SAMPLE TESTING	30-70-638.00	15.00
MENARD'S (1364)		\$37.98
2962 COOLER FOR WATER SAMPLES	30-70-565.01	37.98
METLIFE (1369)		\$224.68
KM05911825-06 JUNE 2016 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	224.68
VISION SERVICE PLAN OF ILLINOIS (2199)		\$27.14
12222915-06 JUNE 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	27.14
VERIZON WIRELESS (2787)		\$111.30
687248174-00001 4/16-5/15/16 SERVICE/WATER DEPT	30-70-523.00	111.30
TOTAL WATER DEPARTMENT EXPENDITURES		\$32,840.40

## CITY OF MARENGO

BILLS PAYABLE REPORT FOR JUNE, 2016

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BOARD MEETING: 06/13/16

WATER &amp; SEWER FUND

CHECKS &amp; DIR. DEBITS

WARRANT NO.: 1

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>SANITARY &amp; WASTEWATER DEPARTMENT EXPENDITURES</u>		
AT&T UVERSE (3018)		\$55.00
144219884 4/13-5/12/16 INTERNET SERVICE/WWTP	30-75-523.00	55.00
BLUE CROSS BLUE SHIELD (228)		\$4,901.22
724136-06 JUNE 2016 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	4,901.22
CERTIFIED BALANCE & SCALE (372)		\$586.00
22341 TESTING AND CALIBRATION OF LAB EQUIPMENT	30-75-635.00	586.00
CINTAS CORPORATION #355 (411)		\$297.18
355231917 UNIFORMS	30-75-469.00	70.74
355234845 UNIFORMS	30-75-469.00	56.83
355237741 UNIFORMS	30-75-469.00	56.50
355240618 UNIFORMS	30-75-469.00	56.50
355243559 UNIFORMS	30-75-469.00	56.61
COMED (438)		\$191.08
0588136038 3/11-4/12/16 SERVICE/800 N. STATE/LIFT STATION	30-75-526.00	191.08
CONSTELLATION NEWENERGY, INC. (463)		\$10,664.49
0031977275 3/11-4/11/16 SERVICE/1350 N. STATE/WWTP	30-75-526.00	10,664.49
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$24.41
F015934-06 JUNE 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	24.41
DEBT SERVICE FUND (532)		\$22,254.25
JUNE 2016 TRANSFER TO DEBT SERVICE FUND	30-75-587.00	22,254.25
FIRST NATIONAL BANK OF OMAHA (2575)		\$588.42
071059 HARBOR FREIGHT TOOLS/SOCKET RAILS FOR WWTP	30-75-593.00	12.84
401367 OFFICE DEPOT/ WWTP LAB LAPTOP	30-75-594.01	561.59
413727 WALMART.COM/WIRELESS NUMERIC KEYBOARD/ WWTP LAB LAPTOP	30-75-594.01	13.99
HD SUPPLY WATERWORKS, LTD. (872)		\$898.96
F506461 MANHOLE FRAMES AND RISERS	30-75-511.03	898.96
HICKSGAS WOODSTOCK (2437)		\$63.09
HG-029491 PROPANE FOR FORKLIFT	30-75-565.02	63.09
HR GREEN, INC. (1945)		\$1,814.13
104359 3/19-4/15/16 ENGINEERING SERVICES/MOBILE GIS IMPLEMENTATION/86110238.02	30-75-635.00	726.17
104471 3/19-4/15/16 ENGINEERING SERVICES/WASTE WATER OPERATOR SERVICES/86120147.04	30-75-635.00	1,087.96
LINDSAY AUTO PARTS, INC. (1204)		\$174.67
926742 HOSES/WWTP GENERATOR	30-75-511.02	94.84
929357 HOSES/INDIAN TRAILS GENERATOR	30-75-511.02	79.83
LORCHEM TECHNOLOGIES, INC. (2702)		\$3,315.00
60793 PRESSURE WASHER/WWTP	30-75-511.02	3,315.00
MCHENRY ANALYTICAL WATER LAB INC (1345)		\$1,090.00
390636 LAB SAMPLE TESTING	30-75-565.01	360.00
390688 LAB SAMPLE TESTING	30-75-565.01	730.00
MENARD'S (1364)		\$245.90
2682 WATERSTOP, TANK SPRAYER, CLEANING SUPPLIES, CAULK GUN, AND BATTERIES	30-75-565.02	245.90
MERCY HEALTH SYSTEM (2778)		\$68.00
900010019 PRE-EMPLOYMENT PHYSICAL/SCHULER	30-75-635.00	68.00
METLIFE (1369)		\$308.14
KM05911825-06 JUNE 2016 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	308.14

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>SANITARY &amp; WASTEWATER DEPARTMENT EXPENDITURES</u>		
POLYDYNE, INC. (1673)		
1050032 CLARIFLOC	30-75-565.06	\$1,800.00
1052034 CLARIFLOC	30-75-565.06	900.00
VISION SERVICE PLAN OF ILLINOIS (2199)		
12222915-06 JUNE 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	\$53.72
VERIZON WIRELESS (2787)		
687248174-00001 4/16-5/15/16 SERVICE/WWTP	30-75-523.00	160.08
WELCH BROS. BELVIDERE, INC. (2241)		
262204 FLAT TOPS & ADJUSTMENT RINGS FOR SEWER REPAIR /PRAIRIE STREET	30-75-511.03	606.00
TOTAL SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		\$50,159.74

## WATER &amp; SEWER FUND RECAP

CODE	DESCRIPTION	AMOUNT
70	WATER DEPARTMENT	32,840.40
75	SANITARY & WASTEWATER DEPARTMENT	50,159.74
	TOTAL WATER & SEWER FUND EXPENDITURES	83,000.14

CITY OF MARENGO

BILLS PAYABLE REPORT FOR JUNE, 2016

BOARD MEETING: 06/13/16

DEBT SERVICE FUND

CHECKS & DIR. DEBITS

WARRANT NO.: 1

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>2014 BONDS EXPENDITURES</u>		
AMALGAMATED BANK OF CHICAGO (2939)		\$475.00
1855486009 6/1/16-5/31/17 ANNUAL ADMINISTRATIVE FEE/ 2014 BONDS/ TRUST 1855486009	43-14-787.02	475.00
TOTAL 2014 BONDS EXPENDITURES		\$475.00

DEBT SERVICE FUND RECAP

CODE	DESCRIPTION	AMOUNT
14	2014 BONDS	475.00
	TOTAL DEBT SERVICE FUND EXPENDITURES	475.00

CITY OF MARENGO

BOARD MEETING: 06/13/16

BILLS PAYABLE REPORT FOR JUNE, 2016

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SUMMARY ALL FUNDS

BANK ACCOUNT	BANK	DESCRIPTION	AMOUNT
01-102-000	01	GENERAL CORPORATE FUND-CASH IN BANK	114,417.17 *
20-102-000	20	MOTOR FUEL TAX FUND-CASH IN BANK	443.94 *
22-102-000	22	RETAINED PERSONNEL FUND-CASH IN BANK	6,810.50 *
30-102-000	30	WATER & SEWER FUND-CASH IN BANK	83,000.14 *
43-102-000	43	DEBT SERVICE FUND-CASH IN BANK	475.00 *
TOTAL ALL FUNDS			205,146.75 **

CITY OF MARENGO

BILLS PAYABLE REPORT FOR MAY, 2016

PAGE: 1

BOARD MEETING: 06/13/16

WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PUBLIC GROUNDS, WORKS &amp; BEAUTIFICATION EXPENDITURES</u>		
FIRST NATIONAL BANK (693)		\$16,224.47
20060171 PRINCIPAL (\$13,200.41) & INTEREST (\$3,024.06) PAYMENTS/BESINGER LAND ACQUISITION LOAN	01-54-594.06	16,224.47
TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		\$16,224.47

GENERAL CORPORATE FUND RECAP

CODE	DESCRIPTION	AMOUNT
54	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	16,224.47
	TOTAL GENERAL CORPORATE FUND EXPENDITURES	16,224.47

BOARD MEETING: 06/13/16

CITY OF MARENGO  
BILLS PAYABLE REPORT FOR MAY, 2016  
GENERAL CORPORATE FUND

PAGE: 1

WARRANT NO.: 1

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
U.S. POSTAL SERVICE (2137)		\$716.66
FY 2016-17 VEHICLE STICKER NOTICES	01-51-532.00	716.66
TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES		\$716.66

GENERAL CORPORATE FUND RECAP

CODE	DESCRIPTION	AMOUNT
51	ADMINISTRATION DEPARTMENT	716.66
	TOTAL GENERAL CORPORATE FUND EXPENDITURES	716.66

#7a

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## AGENDA SUPPLEMENT

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**To: Mayor & City Council**

**From: Anna Leyrer, Deputy City Clerk**

**For: June 13, 2016 Regular City Council Meeting**

**Re: Addition of a Class AA Liquor License/Maggie O'Neill's Public House**

---

Mr. Richard Gall has applied for a Class AA Liquor License to open a business named Maggie O'Neill's Public House, located at 100 S. State Street. A Class AA license authorizes the retail sale of alcoholic liquor for consumption on or off the premises where sold, and not for resale in any form.

Mr. Gall has paid all applicable fees and has passed a thorough background examination. He will obtain the necessary insurance coverage and state license once they receive a copy of their local license.

**ORDINANCE 16-6-**

***An Ordinance Amending Section 33.07-B, Number of Licenses  
Issued***

BE IT ORDAINED by the Mayor and City Council of the City of Marengo, McHenry County, Illinois, as follows:

SECTION 1: Section 33.07-B, Number of Licenses Issued of the Marengo Municipal Code shall be amended to increase the number of Class AA licenses from four to five.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Mayor Donald B. Lockhart

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk Constance J. Boxleitner

Passed:

Approved:

Published:

## CERTIFICATION

I, CONSTANCE J. BOXLEITNER, do hereby certify that I am the elected and qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and City Council of said City of Marengo.

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the 13<sup>th</sup> day of June, 2016, the foregoing Ordinance entitled *An Ordinance Amending Chapter 33 Liquor Control and Liquor Licensing of the Marengo Municipal Code*, was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 16-6-X including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the City Hall, commencing on the 14<sup>th</sup> day of June, 2016, and will continue for at least 10 days thereafter. Copies of such ordinance are also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the City of Marengo on this 14<sup>th</sup> day of June, 2016

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Constance J. Boxleitner, Clerk  
City of Marengo,  
McHenry County, Illinois

(SEAL)

#7b

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## AGENDA SUPPLEMENT

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**To:** Mayor & City Council

**From:** Anna Leyrer, Deputy City Clerk

**For:** June 13, 2016 Regular City Council Meeting

**Re:** Addition of a Class AA Liquor License/ McCormick Mart

---

Mr. Jerald D'Souza has applied for a Class AA Liquor License for his business, McCormick Mart, located at 219 W. Grant Highway. A Class AA license authorizes the retail sale of alcoholic liquor for consumption on or off the premises where sold, and not for resale in any form. Mr. D'Souza, who currently has a Class B license, is applying for the Class AA license in order to get a pour license, which will enable him to apply with the State for a Video Gaming License, which will enable him to have video gaming terminals within his store.

Mr. D'Souza will be in attendance at the June 13<sup>th</sup> Council meeting to answer any questions or concerns. Mr. D'Souza has paid all applicable fees and has passed a thorough background examination.

**ORDINANCE 16-6-**

***An Ordinance Amending Section 33.07-B, Number of Licenses  
Issued***

BE IT ORDAINED by the Mayor and City Council of the City of Marengo, McHenry County, Illinois, as follows:

SECTION 1: Section 33.07-B, Number of Licenses Issued of the Marengo Municipal Code shall be amended to increase the number of Class AA licenses from five to six, and reduce the number of Class B licenses from three to two.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Mayor Donald B. Lockhart

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk Constance J. Boxleitner

Passed:

Approved:

Published:

## CERTIFICATION

I, CONSTANCE J. BOXLEITNER, do hereby certify that I am the elected and qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and City Council of said City of Marengo.

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The pamphlet form of Ordinance No. 16-6-X including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the City Hall, commencing on the 14<sup>th</sup> day of June, 2016, and will continue for at least 10 days thereafter. Copies of such ordinance are also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the City of Marengo on this 14<sup>th</sup> day of June, 2016

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Constance J. Boxleitner, Clerk  
City of Marengo,  
McHenry County, Illinois

(SEAL)

# 7c

TO: Mayor and City Council  
FROM: Gary Boden, City Administrator  
DATE: June 8, 2016  
RE: Renewal of HR Green's General Consultation Contract for FY 2016-17

This item was held back until the City's engineer was available to make a presentation and answer questions. Tim Hartnett will be on-hand Monday night to review the contract with the Council. Rates for services, seen on page nine of nine, is unchanged from last year.

Tim's presentation will include an outline of anticipated work in FY 2016-17 and a review of issues the city is currently addressing, particularly related to the sewage treatment plant start-up.



**PROFESSIONAL SERVICES AGREEMENT**

**For**

**2016/2017 General Consultation Contract**

**May 1, 2016 – April 30, 2017**

Prepared For:

Mr. Donald Lockhart, Mayor  
City of Marengo  
132 East Prairie Street  
Marengo, Illinois 60152  
Phone: (815) 568-7112

Prepared By:

Timothy J. Hartnett  
Vice President/Practice Leader – Governmental Services  
City Engineering Consultant

HR Green Job No.: 86160200

*\*Appointed at City Council Meeting on 5/09/16*

HRGreen.com

Phone 815.385.1778 Fax 815.385.1781 Toll Free 800.728.7805  
420 North Front Street, Suite 100, McHenry, Illinois 60050

## TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between the City of Marengo (hereafter "CLIENT") and HR Green, Inc., (hereafter "COMPANY").

### **1.0 Project Understanding**

1.1 WHEREAS, the CLIENT intends to retain COMPANY from time-to-time to render certain professional engineering services (hereinafter "services"); and

WHEREAS, COMPANY is willing to provide the services for consideration and upon the terms herein stated;

Now, THEREFORE, in consideration of the services to be performed by COMPANY and payment by the CLIENT, the parties agree to the terms, provisions, and conditions as hereinafter set forth.

### **2.0 Scope of Services**

The scope of services requested by the CLIENT shall be described in separated work orders, agreed upon by each party with the scope of work and the fee clearly indicated. The terms and conditions of this Agreement between COMPANY and the CLIENT shall apply to all work orders issued from the date of acceptance until April 30, 2017 except to the extent expressly modified in each work order.

The following phase codes will be used on all work orders, as applicable, to categorize the type of service being provided:

MU01	Planning
MU02	Transportation
MU03	Meeting Attendance
MU04	Water
MU05	Building/Code
MU06	Survey
MU07	Sewer
ZREIM	Reimbursables

A signature is required on each work order by both parties to signify acceptance of that work order, and bind these terms, provisions and conditions to that work order.

### **3.0 Deliverables and Schedules Included in this Contract**

No deliverables are included in this contract. The individual work orders will determine deliverables.

#### **4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this agreement:

The scope of work does not include any construction observation or environmental work, such as services related to asbestos or hazardous or toxic materials.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

#### **5.0 Services by Others**

Services by others will be determined and included in each work order.

#### **6.0 Client Responsibilities**

To be determined and outlined in each individual work order.

#### **7.0 Professional Services Fee**

##### **7.1 Fees**

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. Standard rates will be used for projects which are developer reimbursable. Non salary expenses directly attributable to the project such as: (1) identifiable reproduction costs applicable to the work; and (2) outside services will be charged in accordance with the rates current at the time the work is done.

The team that represents Marengo is listed below:

Tim Hartnett – City Engineering Representative / Principal in Charge  
Chris Caldarella – Plan Reviews / General Civil Engineering  
Mark Hardie/Paul Ruscko – Water System / Distribution / Wells  
Ravi Jayaraman – Wastewater Treatment Facility and Sanitary Sewer / Lift Stations  
Ralph Stark – Stormwater Management

HR Green will provide a 10% professional courtesy on the invoices related to this job number each month.

##### **7.2 Invoices**

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. The CLIENT agrees to pay in a timely manner following the terms of the "Illinois Local Government Prompt Payment Act, 50 ILCS 505".

##### **7.3 Payment**

The CLIENT AGREES to pay COMPANY on the following basis:  
Time and material basis based on attached rate sheet.

## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra work or services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

### 8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services

performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois, McHenry County without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois, McHenry County.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements, within McHenry County Illinois.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. The COMPANY agrees release information pursuant to the Illinois "Freedom of Information Act, 5 ILCS 140."

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by

COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions.

Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Limitation of Liability

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$50,000.00, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 8.25 Indemnification

The Company agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Company's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Company is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Company, its officers, directors, employees and subconsultants (collectively, Company) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Company shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

**HR GREEN, INC.**



\_\_\_\_\_  
Timothy J. Hartnett  
Vice President/Practice Leader  
Governmental Services

**CITY OF MARENGO**

Accepted by: \_\_\_\_\_

Printed/Typed Name: Donald Lockhart

Title: Mayor Date: \_\_\_\_\_

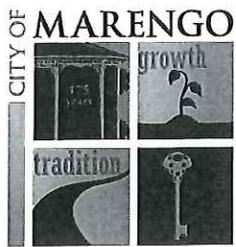


**HR GREEN, INC.**  
**Billing Rate Schedule for City of Marengo**  
**Effective 2016/2017 FY**

<b>Professional Services</b>	<b>Billing Rate Range</b>
Principal	\$185 - \$260
Senior Professional	\$150 - \$210
Professional	\$110 - \$170
Junior Professional	\$80 - \$125
Senior Technician	\$80 - \$120
Technician	\$50 - \$ 95
Senior Field Personnel	\$100 - \$160
Field Personnel	\$70 - \$115
Junior Field Personnel	\$50 - \$ 90
Administrative Coordinator	\$35 - \$110
Administrative	\$40 - \$ 90
Corporate Admin	\$55 - \$100
Reimbursable Expenses	

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be reimbursed on the basis of \$0.85 per mile or \$65.00 per day.
3. All other direct expenses will be invoiced at cost plus 10%.

#7d



AGENDA COVER MEMORANDUM

**MEETING DATE:** June 13, 2016  
**ITEM TITLE:** Contract with MCO for Class 1 Wastewater Operator  
**ACTION REQUESTED:** Authorization  
**DEPARTMENT HEAD:** Howard Moser, Director of Public Works

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**BACKGROUND:**

The City of Marengo Wastewater treatment plant is a class 1 facility and is required to have a class 1 wastewater operator by the IEPA as part of our NPDES permit. In March, 2015 Tamara Mueller turned in her resignation as the class 1 operator the City had contracted through HR Green. Staff along with HR Green began a search for a new operator. Several applicants were interviewed and Staff agreed that Jason Vohs of Midwest Contract Operations, Inc., was the best candidate for the position. Jason currently serves as the class 1 operator for wastewater plants in Poplar Grove and Davis Junction and is also a class A water operator. Jason has experience managing SBRs that are utilized at Poplar Grove's wastewater treatment plant Staff feels that entering into a contract with MCO for Jason's services will provide the reliability, experience and flexibility that we need from this position.

**RECOMMENDATION:**

Staff recommends authorization to execute the contract with Midwest Contract Operations, Inc., 101 Garfield Avenue, Menasha, Wisconsin 54952. Funding for this contract will come from the Wastewater Professional Services account (30-75-635-00).

**Attachments:**

MCO Contract

**CONTRACT**

Between

**City of Marengo, IL**

&

**MIDWEST CONTRACT OPERATIONS, INC.**

Neenah, Wisconsin

Consulting and Management of the  
Wastewater Treatment Facilities

for the

**City of Marengo**

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# CONTRACT

Between the

**City of Marengo**

&

**Midwest Contract Operations, Inc.**

Neenah, Wisconsin

To Consult & Manage the  
Wastewater Treatment Facilities

for the

City of Marengo

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**CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Marengo, an Illinois Municipal Corporation, Marengo, Illinois, with principal offices located at 132 East Prairie St, Marengo, Illinois 60152 (hereafter referred to as "Owner"); and **MIDWEST CONTRACT OPERATIONS, INC.**, a Wisconsin general business corporation, formed and operating under Chapter 180, Wisconsin Statute, with its principal offices located at 101 Garfield Avenue, Menasha, Wisconsin 54952 (hereafter referred to as "MCO").

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## PREAMBLE

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The **Owner** is the operator of a municipal wastewater treatment plant, (hereafter "wastewater system").

The **Owner** and MCO desire to enter into a time and expense contract for MCO to provide management/consulting services for the City's wastewater system.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the **Owner** and MCO as follows:

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## I. TERM & TERMINATION

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### A. EFFECTIVE DATE

This contract shall be effective as of \_\_\_\_\_, 2016.

### B. DURATION OF CONTRACT & CONTRACT RENEWAL

This Contract shall be effective through \_\_\_\_\_, 2017.

### C. TERMINATION OF CONTRACT

1. Either party may terminate this Contract upon thirty (30) days' prior written notice, with or without cause.
2. The **Owner** may terminate this Contract effective forty-eight (48) hours after the **Owner** gives written or actual notice to MCO or MCO's management representative, on site, if the **Owner**, the wastewater system, or other public or private property or person suffers significant damage (defined as in excess of Five Thousand & no/100 Dollars (\$5,000.00) as a result of MCO's negligent, intentional or other breach of due performance of this Contract or tortuous conduct in carrying out this Contract.
3. In the event of termination under Subsection 1., MCO shall be obligated to continue to faithfully perform the Contract until the date the termination is effective.

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## II. SCOPE OF SERVICES

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In general, Midwest Contract Operations, Inc. (MCO) shall manage/consult for the wastewater system; manage its employees in performing operations; achieve compliance with environmental and other regulatory laws applicable to the systems; and report to the **Owner** regularly on the status of such activities. The policy making and governmental functions relating to the wastewater system shall remain fully vested with the **Owner**. **Owner's** functions shall include, but not be limited to, making decisions regarding significant capital requirements for the system; changes of treatment process; enacting or recommending necessary and appropriate ordinances; approving all major contracting for services or goods; responsibility for Illinois Environmental Protection Agency (hereinafter referred to as "IEPA") and United States Environmental Protection Agency (hereinafter referred to as "USEPA") regulations regarding environmental regulatory compliance, funding and the like; and any other significant policy decisions regarding the system. In the event of any questions regarding possible policy

implications of an operation decision, MCO shall consult with the **Owner** to reach agreement on the degree of involvement of the **Owner** that may be necessary under this paragraph. In the event the parties are unable to agree, the matter shall be deemed within the oversight and policy function of the **Owner** and the **Owner's** decision in the matter shall in all events be controlling.

Without limiting the generality of the foregoing, the following is a list of specific contractual services to be performed by MCO under this Contract:

- Prepare all routine required operations reporting (DMR and miscellaneous).
- Perform weekly plant walk through and notify **Owner** of any mechanical or operational issues.
- Monitor lab & equipment data, and make process change recommendations as needed.
- This contract is for LABOR ONLY and only for the wastewater treatment facility. This contract does not apply to the collection system and lift stations.

MCO warrants that in providing the above scope of services it will comply with all applicable requirements of the State of Illinois and the United States Government including without limitations, all civil rights, affirmative action, and environmental laws.

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### III. OWNER RESPONSIBILITIES & FUNCTIONS

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The **Owner** is responsible for the following items (#1-#5) and may exercise the following functions (items #6-#16) relative to the wastewater system:

1. Snow removal and grounds maintenance.
2. Equipment maintenance, PM/overhaul/retrofit, tank cleaning, clarifier cleaning, etc.
3. Laboratory testing for process control, & NPDES.
4. Daily staffing along with weekend, Holiday, and after hours call-outs.
5. Weekend and Holiday site visits/plant walk through.
6. All policy decisions regarding level or kind of treatment, water pollution control or other regulatory standards shall be reserved to the **Owner**.

7. All questions of capital improvements or treatment or control strategies as they may affect the relative requirement for labor or capital.
8. All contracting and subcontracting by the **Owner** or by MCO on behalf of the **Owner** must be approved by the **Owner**. Such approvals may be general or blanket in nature for purchases of supplies and the like, or services below a specified monetary amount.
9. All policy questions regarding customer relations, including but not limited to billing or service disputes and pretreatment requirements.
10. All enactment of ordinances, rules, regulations or the like relating to the wastewater and water systems and any enforcement thereof.
11. All applications, operations, requests for action, hearing, modifications or the like that may be filed with the IEPA, USEPA or any other regulatory body.
12. All aspects of generating, computing, obtaining authority for, billing and collecting charges for the wastewater system, and handling any disputes arising thereof.
13. Any intergovernmental services or agreements.
14. The determination of the budget for the wastewater system, except that the budget must include and provide for the payment of compensation to MCO as herein provided.
15. The **Owner** may direct MCO to adjust specific strategies for water pollution control in response to regulatory concerns, or administrative or court order. In such events, MCO agrees to promptly follow such instructions, notwithstanding that MCO may in good faith question whether its actions are within the scope of this Contract. Such disputes, if any, shall be resolved pursuant to Section V, paragraph D, below entitled "Dispute Resolution", but such matters will not be cause for MCO to delay carrying out the **Owner's** instructions. This provision acknowledges that by entering into this Contract, the **Owner** retains its obligations under its NPDES permit and other regulatory programs. MCO hereby agrees to respond to the environmental regulatory concerns of the **Owner** in a speedy and responsive manner, and that disputes regarding compensation and scope of services be left for subsequent resolution.
16. The **Owner** shall supervise and control MCO's performance of this Contract by reviewing MCO's reports and activities and monitoring performance with such frequency and methods as the **Owner** may in its discretion determine.

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## IV. COMPENSATION

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### A. MCO - Compensation & Related Procedure

In consideration of the MCO scope of services described, and in consideration of all other terms and conditions of this Contract, the **Owner** shall compensate MCO as follows:

1. At all times hereunder, MCO shall be financially responsible for all MCO direct labor costs, indirect labor costs and operational costs.
2. Each month, MCO shall bill the **Owner** \$60 per hour while on site, along with travel time and expense (\$0.60 per mile) for consulting/management services provided. Weekend and after hour call outs will be billed time and a half \$90 per hour plus travel time and expense. Normal Business hours are 7:00 a.m. to 4:00 p.m. The **Owner** shall pay within 30 days of receipt of invoice.

### B. Owner - Payment of Owners Employees

The **Owner** shall continue to be responsible for the payment of all labor costs, direct and indirect, under and within its "operating budget" as to all **Owner** employees (other than MCO employees).

### C. Renegotiation of Contract

If the MCO scope of services is required to change, such change resulting from mutual agreement of the parties, or acts or deeds beyond the control of MCO, such as and without limitation include:

- (i) Acts of God, floods, unforeseen emergencies, or other events of force majeure making MCO's performance as contemplated herein impractical; or
- (ii) Agreement of both parties to expand the scope of services to be provided, or
- (iii) Changes in flows or characteristics of influent or effluent, a significant change in the number of users of the **Owner** wastewater system, or changes in IEPA or USEPA programs or directives, or other applicable rules and regulations, if such changes in flow, characteristics, number of users or regulations are unforeseen and substantially change the nature of operational responsibility in order to continue to operate the wastewater system in a cost effective and environmentally sound matter. It is understood the plant operates in a resort/seasonal area and flows vary widely with seasons.

then, MCO and the **Owner** shall either:

1. Immediately renegotiate the scope of services as defined, and renegotiate MCO compensation (Exhibit A) relating to such change in circumstances; or
2. The **Owner** and/or MCO may declare this Contract terminated in its entirety upon thirty (30) days' written notice following the event precipitating the change in contractual obligations of the **Owner** and MCO, in accordance with Section 1, paragraph C.

No amendment or modifications to this agreement will be effective until it is reduced to writing and approved and executed by the parties in accordance with all applicable statutory procedures.

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## V. GENERAL PROVISION

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### A. Insurance and Risk Provisions

#### INDEMNIFICATION

Midwest Contract Operations, Inc. (MCO) agrees to and shall hold **Owner**, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage caused by or arises from the negligence of MCO. **Owner** agrees to and shall hold MCO, its officers, and employees harmless from any liability for claims of damages for personal injury or property damage caused by, or arises from, the negligence of **Owner**.

**Owner** acknowledges that, in seeking the services of MCO under this Agreement, **Owner** is requesting MCO to undertake uninsurable environmental and other operational obligations for **Owner's** benefit. Therefore, **Owner** agrees that, with the exception of such liability as may arise out of the willful misconduct or intentional omissions of MCO, or its officers or employees, in performing services under this Agreement, **Owner** shall indemnify, defend and hold harmless MCO, its officers, and employees from and against any and all claims, losses, damages, liabilities and cost, including but not limited to costs of defense, arising under local, state, or federal laws, including but not limited to the Solid Waste Disposal Act, Clean Water Act, Comprehensive Environmental Response, Compensation and Liability Act, or Resource Conservation and Recovery Act, or directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substances of wastes, pollutants, or contaminants of any kind whether at **Owner's** Facilities or at any other location.

**Owner** agrees to indemnify and shall hold MCO, its elected and appointed officers, and employees, harmless from any claims or actions against MCO which are based upon MCO's status as agent for **Owner**, unless the claim or actions arise from the willful misconduct or intentional omissions of MCO, or its officers or employees.

MCO's liability to **Owner** for any loss, damage, claim, or expense of any kind or nature

caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder, provided however that insurance coverage exists for such damages.

All obligations of the Owner under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations set forth in the Illinois local governmental and governmental employees tort immunity act, 745 ILCS 10/1-101 et seq, which shall be applied to both contractual and tort liability of Owner with respect to this Agreement, and nothing herein constitutes a waiver by the Owner of the terms of that statute despite any provision herein to the contrary. These immunities shall extend to MCO while acting within the scope of this agreement.

### MCO INSURANCE

MCO currently maintains and shall continue to maintain the following insurance coverage/limits during the term of this Contract, unless otherwise approved by the Owner:

	<u>Occurrence/Aggregate</u>
Excess Liability	6,000,000/6,000,000
Comprehensive General Liability	1,000,000/2,000,000
Automobile Liability	1,000,000/1,000,000
Worker's Compensation/Employers Liability	Statutory

Within thirty (30) calendar days of the contract date, MCO shall furnish Owner with satisfactory proof of such insurance, naming the Owner as an additional insured, and each policy will require a 30-day notice of cancellation to be given to Owner while this Agreement is in effect.

### OWNER INSURANCE

Owner shall continue to carry and provide and pay for all fire, general casualty, automobile and motorized vehicle liability, public liability, and excess liability insurance insuring the Owners' facilities and Owners' employees and Owners' motor vehicles and Owner's equipment that MCO will be managing and or utilizing in the completion of the agreed scope as identified in this contract, or subsequent changes in that scope that would be agreed to by Owner and MCO as an amendment to the original contract. MCO shall be named as an additional insured under these policies during the term of the contract.

## **B. Warranties & Representations of MCO**

1. MCO hereby represents to and for the benefit of the Owner that it has the ability to manage the Owner wastewater system, as provided in the scope of services set forth in Sections II thru IV, above. This representation is subject to Section V, Subsection E, and as such, MCO's representation in the first sentence hereof is limited to the conditions existing at the time this Contract was entered into and such reasonably foreseeable conditions not calling for amendment under Section V, Subsection E.

2. MCO represents and warrants that it will discharge all of its duties, functions and obligation under this Contract in a non-negligent manner and with due diligence and that it has the knowledge of the **Owner** wastewater system, the **Owner Illinois** Pollution Discharge Elimination System permit requirements and the requisite expertise and staff to manage the **Owner** wastewater system in compliance with applicable environmental laws, rules, regulations and permit terms.

This representation is subject to any material changes of conditions that meet the terms of Section V, above. In the event any amendment occurs, the representations and warranties of this Subsection 2, shall be deemed extended to such new MCO duties, functions and obligations, absent an express exclusion of such matters from MCO's competence by mutual agreement. Absent such exclusion, it shall be agreed that MCO has the requisite knowledge described in the first paragraph of this Subsection 2, to operate the system as called for by this Contract.

3. Except as stated and provided under Subsection 2, above, MCO expressly disclaims any warranties or representations, direct or indirect, that in performing management, of the **Owner** wastewater system it guarantees the treatment of the **Owner** effluent to be of specific quality required to comply with "discharge limits" under laws, rules, regulations and directives of the IEPA, USEPA, or any other governmental or administrative body having jurisdiction from time to time over wastewater treatment system and their operations, now or hereinafter enacted.
4. So long as MCO does not materially breach these provisions of this Contract describing MCO's duties hereunder, any fines levied or the costs of any other enforcement action taken against the **Owner**, including any damages and costs attributed directly or indirectly thereto, shall be the financial responsibility of the **Owner**.

**C. Confidentiality: Public Records**

In performance of the contract, MCO and its employees may come into contact with material that relates to the legal status of the **Owner** or its wastewater system, including but not limited to issues of compliance with permits or environmental laws. MCO agrees that it will keep such information confidential and not share such information with anyone other than the **Owner** and the Owner's Engineer, including, but not limited to, other parties contracting with MCO. MCO further agrees to adhere to all instruction of the **Owner**, the **Owner's** Engineer and its legal counsel regarding the handling of documents or other information that may be affected by the **Owner** status as a public governmental body.

**D. Dispute Resolution**

In an effort to resolve any conflicts that arise during the term of this contract, the **Owner** and MCO agree that all disputes between them arising out of or relating to this

agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

If the dispute cannot be settled through direct discussion, or mediation, the parties may exercise such rights or remedies as either may have under the contract documents in respect of any dispute.

**E. Miscellaneous**

1. **Contract Confidential, Proprietary** – To the extent permitted by law, owner agrees that the Project Approach, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of Midwest Contract Operations, Inc.
2. **Force Majeure** - Either party may be relieved from performance of this Contract in the event of causes beyond the party's practical control, including, among others, injunction, strike, riot, invasion, fire, freezing, flood, explosion, breakdown, act of God, or the public enemy, or the like.
3. **Construction** - The heading to the sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of such provisions. All questions of construction, interpretations, performance, breach or enforcement of this Contract shall be determined in accordance with the laws, both statutory and common, of the State of Wisconsin.
4. **Assignment** - Neither this contract, nor any right under it, is assignable, whether by operation of law or otherwise, by any party, without the prior written consent of the other parties hereto.
5. **Waiver of Breach** - The failure of any party to require performance by the other party of any provision of this Contract shall not affect the right of such party to require future performance of the provision, and any waiver by any party of any breach of any provision of or delay in the exercise of any right under this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provisions, a waiver of the provision itself or a waiver of any right under this Contract.
6. **Entire Contract: Agreements** - This Contract constitutes the entire Contract and understanding between the parties relative to the subject matter hereof, and merges all prior discussions and agreements between them relating thereto. This Contract conceals and supersedes all previous agreements and understanding, if any, whether written or verbal, between the **Owner** and MCO, relating to the subject matter hereof. For purposes of this paragraph, "the subject matter hereof" means the operation or management of the **Owner** wastewater system.

This Contract may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this agreement signed by all parties.

7. **Severability** - In any covenant, condition or provision of this Contract is held to be invalid or unenforceable by reason of any statute, rules or public policy, all other covenants, conditions or provisions of this Contract shall nevertheless remain in full force and effect as if this Contract had been executed with the invalid or unenforceable portion thereof eliminated, and no covenant, condition or provision shall be deemed dependent upon the other covenant, condition or provisions unless so expressed.
8. **Notices** - Except as otherwise specifically provided herein, any notice hereunder shall be deemed sufficiently given by one party to the other if it (1) is in writing; and (2) delivered or rendered either in person or by depositing it in the United States mail in a sealed envelope with postage and postage charges prepaid, addressed as follows:

If to Owner:                    Mr. Donald Lockhart, Mayor  
  City of Marengo  
  132 East Prairie St.  
  Marengo, IL 60152

With a copy to:                Carlos Arevalo  
  Smith Amundsen LLC  
  2460 Lake Shore Dr.  
  Woodstock, IL 60098

If to MCO:                      Mr. Paul Much, President  
  Midwest Contract Operations, Inc.  
  P.O. Box 2108  
  Neenah, WI 54957-2108

Any party may change its address by giving notice of such change to the others in the manner aforesaid. All such notices shall be effective when delivered in person or when mailed.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized offices, have executed this Contract as of the date first above written.

**City of Marengo**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
(Authorized Signature)

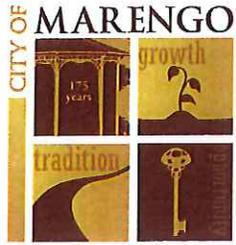
\_\_\_\_\_  
Date

**Midwest Contract Operations, Inc.  
Neenah, Wisconsin**

\_\_\_\_\_  
Paul Much  
President

\_\_\_\_\_  
Date

#7e



**AGENDA COVER MEMORANDUM**

**MEETING DATE:** June 13, 2016  
**ITEM TITLE:** Emergency Repair – Well 6 Pump (Cost analysis explanation)  
**ACTION REQUESTED:** Authorization  
**DEPARTMENT HEAD:** Howard Moser, Director of Public Works

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**BACKGROUND:**

Layne Christensen has been contracted to repair and reinstall the pump at well #6 for a total cost of \$42,054.50. The proposal includes the removal and reinstallation of the pump, rehabilitation of the well, minor repairs to the shaft, column piping and discharge head and a new bowl assembly for \$6,625.00 as opposed to repairing the existing bowl assembly at an estimated cost of \$7,245.00. This is only a savings of \$625.00 but the real benefit is that instead of installing a re-machined 30+ year old pump in well #6 we will have a brand new pump. The other perhaps more important benefit is that the new pump is scheduled to be installed next week. If we chose to repair the existing bowl assembly we would be in line behind several other projects that Layne Christensen's machine shop took before ours failed. I personally visited the shop in Aurora, IL to inspect the pump once it was disassembled and the shop has at least two dozen pallets with pumps from various municipalities waiting to be repaired. If we had to replace the shaft, column piping and discharge head the cost would be closer to \$60,000. Well #6 is the largest supplier of domestic water to the City and its residents so getting it back online is a priority for the Public Works Department.

**Attachments:**

Cost analysis from Layne Christensen

**Gary Boden**

---

**From:** Ahmad Hamdan <Ahmad.Hamdan@Layne.com>  
**Sent:** Wednesday, June 08, 2016 2:01 PM  
**To:** Howard Moser (hmoser@cityofmarengo.com)  
**Subject:** Marengo #6 Cost Analysis  
**Attachments:** Marengo 6 Inspection Report 060616.pdf

Howard,

I've drafted an estimate for the repair and rebuild of Marengo's existing bowl assembly. This is of course an estimate on what we should do, based on our inspection and experience with similar repairs.

The repair of the pump consists of the following:

- Cleaning and deburring
- Micrometer report
- Removal and refurbishment of bushings
- Boring for the wear rings
- Fabricating new wear rings
- Installing new wear rings
- Truing the impellers
- Check shaft straightness, fabricate new impeller shaft
- Trim and resurface the outer rim of bowl casting to make a rabbit for the castings. (this was the worn down sealing mechanism in the bowl casting I showed you)
- Paint the interior of the bowl castings/vanes with ceramic paint (Interior vanes are severely worn, this would be as much as we can do to compensate for the wear)
- Assemble bowl assembly

36 Labor hours @ \$169/hr for a machinist

**Subtotal for Labor: \$ 6,084.00**

The materials required for this would be:

- 5- Bronze for the wear rings
- 6- Bushings for the bowl assembly
- Stainless steel for impeller shaft
- Ceramic paint
- Miscellaneous items that are needed (new bolting, etc)

**Subtotal for Materials: \$1,161.00**

This would bring your estimated total for the repair and rebuild of your old bowl assembly to approximately

**Total: \$7,245.00**

This would also have a greater lead time as Jeff Poppen (machinist) told you, since the machine shop has had a few projects ahead of Marengo.

This price above is comparable to the **\$6,625.00** for a new pump that comes assembled and ready to go, and we are expecting by early next week. The repairs above are on a 30+ year old bowl assembly, so there are no assurances on whether or not the repairs will bring the pump back to original, like new, performance; which is what the new pump is.

Feel free to call me with any questions.

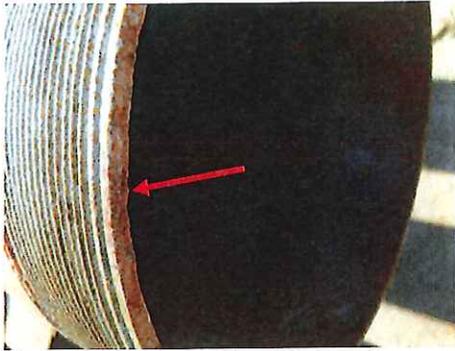
Thanks,

**AHMAD HAMDAN**

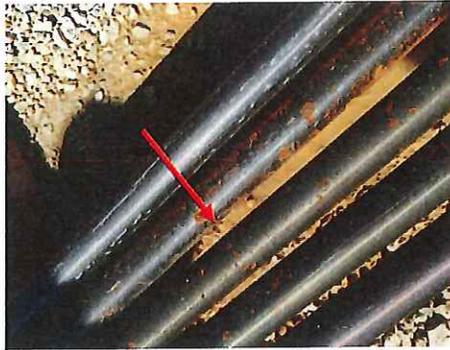


WATER · MINERAL · ENERGY  
 721 WEST ILLINOIS AVE.  
 AURORA, IL 60506  
 630.897.6941 PHONE  
 630.897.6976 FAX

City of Marengo, IL  
 Well No. 6  
 PUMP INSPECTION REPORT



Face worn out on column pipe ends



Shaft in overall good condition with exception to one shaft



Severe pitting in carbon steel shaft joint



Layne combination couplings in good condition. Rubber bearings worn

**Bowl Assembly Comments:**

The bowl assembly castings have minor pitting on the outside and excessive wear on the interiors near the vanes. The castings were worn around the wear rings and the rabbit of the castings were worn excessively and would require machining to get a correct micrometer measurement. A full replacement of the bowl assembly is recommended as it would be cheaper for replacement versus labor for repairs.

A micrometer report was not completed for this bowl assembly as true measurements could not be obtained without machining the bowl castings.

**Motor Comments:**

The 100 HP VHS motor was left onsite and not inspected as part of this scope of work

**Column Assembly Comments:**

The column pipe was inspected onsite with Howard Moser and Ahmad Hamden. During the inspection 3 pipe ends were identified for facing, 5 rubber bearings were identified for replacement, along with the replacement of one piece of 1-1/2" carbon steel line shaft. Additionally, the bottom 4' 10-3/16" piece of column pipe was identified for full replacement due to pitting. The column pipe should be fully sandblasted and re-epoxy coated in/out.

The discharge head will be epoxy coated and the stuffing box will be refurbished.

**Cable Comments:**

NA

# 7f

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## AGENDA SUPPLEMENT

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**To:** Mayor & City Council

**From:** Joshua Blakemore, Assistant City Administrator

**Date:** June 13, 2016 Regular City Council Meeting

**Re:** Ordinance Establishing Prevailing Wage Rates

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Pursuant to state statute, it's time again for establishing prevailing wage rates for the City. Enclosed is an ordinance adopting the Act established by the Illinois Department of Labor for McHenry County. Due to the IDOL not having rates available, and have not since July 2015, they are not included with the Ordinance. Since the Ordinance itself, is just establishing that the City will follow the Act, this does not pose an issue.

If you are in agreement, a motion would be in order to pass An Ordinance Establishing Prevailing Wage Rates for the City of Marengo.

## ORDINANCE NO. 16-6-

### *An Ordinance Establishing Prevailing Wage Rates for the City of Marengo*

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended (820 ILCS 130/1 *et seq.*); and

WHEREAS, the aforesaid Act requires that the Mayor and City Council of the City of Marengo investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said City employed in performing construction of public works, for said City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Marengo, McHenry County, Illinois, as follows:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Marengo is hereby ascertained to be the same as the prevailing rate of wages for construction work in the McHenry County area as determined by the Illinois Department of Labor. As required by said Act, any and all revisions of the prevailing rate of wages by the Illinois Department of Labor shall supersede the Department's prior determination at the time of adoption of this ordinance and apply to any and all public works construction undertaken by the City of Marengo. As required by said Act, any and all revisions of the prevailing rate of wages by the Illinois Department of Labor shall supersede the Department's previous determination and apply to any and all public works construction undertaken by the City of Marengo. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Marengo to the extent required by the aforesaid Act.

SECTION 3: The Clerk shall publicly post or keep available for inspection by any interested party in the main office of the City of Marengo this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rates of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their

names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Clerk shall promptly file a certified copy of this Ordinance with the Illinois Department of Labor in Springfield.

SECTION 6: The Clerk shall cause to be published in a newspaper of general circulation within the area a notice of passage of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

Voting Aye:

Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Mayor Donald B. Lockhart

ATTEST: \_\_\_\_\_  
City Clerk Constance J. Boxleitner

Passed:

Approved:

Published:

(SEAL)

## CERTIFICATION

I, Constance J. Boxleitner, do hereby certify that I am the duly qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the Mayor and City Council of said City of Marengo.

I do hereby further certify that at a meeting of the Mayor and City Council of the City of Marengo, held on the 13<sup>th</sup> day of June, 2016, the foregoing Ordinance entitled *An Ordinance Establishing Prevailing Wage Rates for the City of Marengo*, was duly passed and approved by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 16-6-X, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available from the City Clerk commencing on the 14<sup>th</sup> day of June, 2016, and continuing for at least 10 days thereafter.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said City to be affixed hereto this 14<sup>th</sup> day of June, 2016.

---

Constance J. Boxleitner, Clerk,  
City of Marengo  
McHenry County, Illinois

(SEAL)

#79

TO: Mayor and City Council  
FROM: Gary Boden, City Administrator  
DATE: June 8, 2016  
RE: Fact finding Report

As of 3:30 PM, we have not received the report. Neither has the City Attorney who wants to review it prior to its release. The report will be distributed under separate cover tomorrow.

This agenda item includes a reprinting of the sample resolution developed by City Attorney that more formally defines the roles and responsibilities of various members of the city's government. As was the case previously, the resolution is being submitted in anticipation that Council may want to better define chain of command and lines of authority. And also as was the case before, this resolution is given with the understanding that the Council may want to modify it, or not even act upon it.

**Resolution No. 16-\_\_\_\_-\_\_\_\_**

***A Resolution Clarifying the Chain of Command and Organizational Reporting Structure for Municipal and Police Department Employees***

WHEREAS, the Marengo Municipal Code (the "Code") identifies the responsibilities of the management and supervision of employees including the authority for directing work designating assignments, and managing day to day activities, between the Mayor, the City Council, the Administrator, and the Chief of Police;

WHEREAS, Section 3.01 of the Code states that among the Mayor's duties, the Mayor "shall take care that the laws and ordinances are faithfully executed," and that the Mayor shall have certain authority in cases of emergency;

WHEREAS, Section 3.05 of the Code provides: "The Administrator shall perform all duties assigned to him by the Mayor and City Council," and that except for the Chief of Police, all City employees shall report to the Administrator;

WHEREAS, Section 4.02 of the Code states: "The Chief shall superintend the work of the [Police] Department, and the police and other employees of the Department shall be under his command";

WHEREAS, Section 4.08 of the Code establishes the order of command for the Police Department as follows: "1. Chief; 2. Deputy Chief; 3. Lieutenant; 4. Sergeant; 5. Patrol";

WHEREAS, Section 2.02 of the Code states that except as otherwise provided, "[t]he powers of the City Council shall be purely legislative, [namely] the preparation and enactment of laws and administrative rules";

WHEREAS, in the absence of a statutory mandates, the City has established a chain of command and organizational reporting structure for City employees and the Police Department employees; and

WHEREAS, a properly established chain of command and organizational reporting structure create uniformity, clarity and efficiency in the direction, communication with employees, coordination of work and overall administration of the City and Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Marengo, McHenry County, Illinois as follows:

1. The foregoing recitals are incorporated herein as affirmative resolutions.
2. All Police Department employees, both sworn officers and civilian employees, shall take direction through the established Order of Command and ultimately be responsible to the Chief of Police.
3. All non-Police Department employees shall take direction from their respective Department Heads and ultimately be responsible to the Administrator.
4. Subject to the Mayor's enumerated powers, including emergency powers, no elected official shall engage and/or purport to direct the day to day duties of Police Department and City employees.
5. Appointed officials, except for police officers, shall, subject to the rules, statutes and ordinances governing their office and appointment, answer to the Administrator. These appointed officials shall report as may be required to the Mayor and City Council, but the Mayor and City Council shall direct the day-to-day duties of such appointed officials only to the extent consistent with the enumerated powers of the Mayor and City Council, as appropriate.
6. In cases where the City Council has authority to intervene in operational matters with the Police Department and City employees, the Council must act as a whole.
7. Neither police officers nor City employees shall face any adverse employment action for insisting upon the command and authority structure set forth in the Code and clarified through this Resolution.
8. In the event an elected official seeks to address any matters relating to any police officer or City employee, the elected official shall direct such matter to the Administrator, and/or the Chief of Police as may be applicable, or to the Mayor in the event such matters pertain to the Administrator and/or the Chief of Police.
9. As to issues or matters strictly between elected officials, such matters shall only be brought to the attention of the Mayor.

Passed the \_\_\_\_\_ day of April, 2016.

(SEAL)

APPROVED:

\_\_\_\_\_  
Mayor Donald B. Lockhart

ATTEST:

\_\_\_\_\_  
City Clerk Constance J. Boxleitner

**CERTIFICATION**

I, Constance J. Boxleitner, do hereby certify that I am the duly elected and qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and Aldermen of said City of Marengo.

I do hereby further certify that at a regular meeting of the Mayor and Aldermen of the City of Marengo, held on the \_\_\_\_\_ day of April, 2016, the attached resolution entitled *A Resolution Clarifying the Chain of Command and Organizational Reporting Structure for Municipal and Police Department Employees* was passed by the Mayor and Aldermen of the City of Marengo.

Given under my hand and seal this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Constance J. Boxleitner, City Clerk  
City of Marengo  
McHenry County, Illinois

(SEAL)

# 7g

LAW OFFICES  
ZUKOWSKI, ROGERS, FLOOD & McARDLE  
50 VIRGINIA STREET  
CRYSTAL LAKE, ILLINOIS 60014

(815)459-2050  
FAX (815)459-9057

KELLY A. CAHILL  
kcahill@zrfmlaw.com

June 8, 2016

Mayor and City Council  
City of Marengo  
132 East Prairie Street  
Marengo, Illinois 60152

**Re: Wastewater Treatment Plant Investigation**

Dear Mayor Lockhart and Aldermen:

Pursuant to your request, I conducted a fact finding investigation regarding the incident at the Wastewater Treatment Plant ("WWTP") and the related issues to determine whether there was any communication breakdown that occurred and whether there was an incident that was then not reported to the appropriate supervisor or department head. My investigation included review of the memorandum of the Public Works Director's report dated April 25, 2016 outlining what occurred at the plant between April 6, 2016 through April 13, 2016; a memo of WWTP foreman Erik Evertsen regarding Permit # IL0020729 regarding the events at the plant starting on April 5, 2016; various emails between the Director of Public Works and the IEPA dated April 18, 2016 on which the City Administrator was also copied; the memo from you to the City Council dated April 21, 2016; the news release dated April 20, 2016; and I interviewed the following individuals:

City Employees:

Jim Magnum, Erik Evertsen, Howard Moser, Josh Blakemore, Gary Boden, Jennifer Snelten

Mayor and Alderman:

Mayor Don Lockhart, and Aldermen Todd Hall, Matt Keenum, Brett Martin, Dennis Hammortree, and Steve Mortensen. Alderman Nicole DeBoer indicated that she did not have any information to share and I was unable to reach Alderman Mike Smith.

I also interviewed Tamara Mueller, former Class 1 Operator and former HR Green contractor.

Below is a summary of my interviews:

**Jim Magnum, WWTP Employee:**

I interviewed Jim Magnum in person on May 16, 2016 at the WWTP. Jim gave me a brief summary of how the WWTP functions and explained that on the night of Wednesday, April 6, 2016 a piece of equipment fell into one of the basins. As a result, the timing sequence was impacted which interfered with the bacteria, in laymen terms, the bacteria could not do their job

**Zukowski, Rogers, Flood & McArdle**

Mayor and City Council

June 8, 2016

Page 2

and instead the basin just kept stirring and then decanted before the water was fully treated. Jim explained that what was released was not raw sewage, but it also did not quite meet their IEPA permit standards.

The next day, April 7, 2016, staff discovered the malfunction. Jim is responsible for the lab testing and he could see that day that something was wrong, there was a blanket of sediment in the sample. He processed the test on Thursday and the initial results showed that their permit limits were exceeded and he reported this to Erik, his foreman. Erik in turn reported this to Tamara Mueller. Jim also explained how the testing works and that even though he saw there was a problem, the official results take a few days to process and therefore in this situation, the formal testing results would not be available until Friday April 8. Nonetheless, he still informed his supervisors about the issue including Erik, his foreman, Howard Moser, the Public Works Director and Tamara Mueller, as the Class 1 Operator. They also called the contractor who installed the piece of equipment that had failed so that it could be repaired. I asked Jim about reporting the incident to the IEPA and he explained that they have 72 hours to report an incident but he believed they reported it to Karen Katamay at the IEPA right away, as soon as they figured out that there was a problem but he said that he also is not the one responsible for reporting, that Erik is the one that makes those reports so that I should confirm with Erik as to when the report was made. (According to Howard Moser's memo that report was made Monday, April 11, 2016, once they had the final results in from the testing).

The contractor came out to the plant on Friday, April 7, 2016, to repair the equipment that had fallen into the basin. Jim explained that a support track is what had fallen into the basin and it was at the bottom and therefore in order to make the repair, the basin (Basin 3) had to be taken offline and drained. He explained that the other two basins, Basins 1 and 2, were still working and the water that would have been in Basin 3 was redistributed in the rest of the plant. Friday was spent repairing the equipment and then they needed to refill or "reseed" Basin 3. It was decided to wait to reseed Basin 3 until Monday since it was the end of Friday and they did not want to risk something happening over the weekend. So on Monday, April 11, 2016, they reseeded Basin 3, and put Basin 3 back online.

On Tuesday, April 12, 2016, Tamara came out to the plant and they noticed exceedances again. Jim explained that when the contractor did the work to fix the equipment on Basin 3, they needed to take the basin offline. There was a switch then that should have put back on when the basin was fixed but that switch, which was turned to off, was never flipped back to "auto." As a result the sludge was not siphoned off so when the basin decanted it pulled some solids too. The morning of the 12<sup>th</sup>, he saw sediment in the sampler at 9:30 am. He explained the timeline: Monday, April 11<sup>th</sup> at 9 a.m., they started to refill the basin, it takes 24 hours to refill, so by Tuesday, 9 a.m., the exceedance happened. So this was the second exceedance. One, the week of April 6<sup>th</sup> when the equipment fell into basin, and then again on the 12<sup>th</sup>, when the switch was not turned back on.

## Zukowski, Rogers, Flood & McArdle

Mayor and City Council

June 8, 2016

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Jim said he and Tamara went out to the river, took photos and ran samples and Tamara said she would talk to Erik and call the IEPA. He said Erik and Tom were not there as they were on a sewer call. Jim said that he knows Erik was informed by 11 a.m. Tuesday. He was not sure if they told Howard on Monday about the first exceedance but by Tuesday he knows Howard was aware of all the issues. Jim did the lab testing but he explained that he would not get those results until at least the next day, Wednesday.

I asked Jim about how the communication is at the plant and he stated that they all do a good job communicating with each other and they all stay connected and are all on the same page. He has no problem talking to Erik or Howard, Howard knew of all the issues going on at the plant since the April 6<sup>th</sup> incident and they all talk with Tamara. Jim said he does not talk much with Josh, the Assistant Administrator, or Gary, the Administrator, he just reports issues to Erik.

I asked him about his discussions with Alderman Dennis Hammortree that week. He said that on Monday, April 11, 2016, at around 4:30 p.m., he was at the City Hall (he went to ask his mother, Jenny Snelten, if she had let his dog out because he had worked late that day) and he saw Dennis as he was walking out (this was not a planned meeting). Dennis asked him "hey how are things going at the shit plant" and Jim responded "wonderfully" but with a sarcastic tone noting that there had been "hiccups" since the plant went on line. Dennis asked him questions such as whether plant was at capacity or not at capacity and he said that Dennis said "because when I am at City Council meetings everyone says everything is just fine." And Jim reiterated that there had been "hiccups" since the place started. Dennis asked him whether it was a good idea to add on to the plant more volume from the industrial park and Jim responded that it would not be a good idea.

Dennis asked if he had time for more questions and whether Jim could swing by his house prior to the City Council meeting that night. Jim did not think anything of it because he has known Dennis for most of his life, he went to school with Dennis' daughter. So he went to Dennis' house and was there for about an hour or so just prior to the meeting. When he was there, Alderman Brett Martin stopped by to pick up Dennis for the meeting, so Ald. Martin also was included in on the conversation.

Again Dennis asked him about the plant and how it was working. Jim explained how the old plant worked and how the new plant works, that it is a new system, they are all learning how it operates. Jim explained what was different and new. Dennis was interested in the overall condition of the plant and whether they could take on more industrial waste. Jim explained to him that they were limited on what they are currently handling and that taking on any more would be questionable. Jim explained that they had issues with the equipment not working the way it was supposed to and explained that a piece of equipment had broken off and fell into one of the basins which led to a exceedance and had to report that to the IEPA. Jim also explained that their current IEPA permit limits are different from the old IEPA for the old plant. Jim offered to show Dennis around the plant sometime so that Dennis could have a better understanding. Jim said their discussion was limited to the WWTP and how it functioned. He said at no time did either Dennis

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or Brett Martin tell him to keep the conversation secret or not to tell anyone that they had talked. It was clear to him that it was just information gathering and he just answered their questions.

Dennis came to the WWTP for a tour on April 13, 2016. Jim just showed him the operations. He met with him for 10 minutes at the most and Dennis did not interfere or monopolize his time when he was at the plant. When Dennis left, Jim told Howard that Dennis had stopped by and that he had showed him around the plant and Howard told him that was fine and had said it is fine to talk to alderman and he knew Howard had also talked with Dennis. He said at no point did he feel that Dennis was interfering with their work in any way, he was just asking questions and wants to be well informed. Dennis is responsible for his ward and his impression is that he is just doing his job as an alderman.

By the next week there was a meeting with HR Green, Tamara, Jim, Erik, Josh, Gary and the Mayor about the issues and all were on the same page at that point.

**Erik Evertsen, WWTP foreman:**

I interviewed Erik Evertsen in person on May 16, 2016 at the WWTP. He went through the events of the week of April 6<sup>th</sup>. He said there was a storm Wednesday night (the 6<sup>th</sup>) and alarms were going off so he came in overnight. The next morning they saw the mixer had ripped off the wall and that is why the alarms were going off. He called Howard, he came over to the plant and they called the contractor. The contractor came out on Friday to fix the equipment. They decided to put the mixer back online after the weekend and reseed it on Monday (he said it was not a good idea to put the basin back on line that late in the day and over the weekend). Because the mixer had been down, there were exceedances, they did the sampling but did not get the final results until probably the 8<sup>th</sup>.

On Monday April 11<sup>th</sup>, they reseeded the basin and he called the IEPA explaining that they had the issue of the equipment falling off and that they had an exceedance. I asked him why he waited to call the IEPA and he explained that they first wanted to figure out how to fix the problem and they needed to make sure that the plant would operate ok with only the two basins on line, otherwise they would have just had to call the IEPA back again. They wanted to be sure what they were going to do first and then inform the IEPA. The IEPA asked for a detailed letter. On Monday afternoon, he had to leave work early to take his daughter to a doctor appointment.

On the 12<sup>th</sup> he was at the lift station and Tamara called him about another exceedance, she said that she and Jim were trying to figure out why and Erik logged in remotely and discovered that the sludge pump auto switch was turned off. I asked how that could have happened. He said it could be anyone of their faults. The fact that he left early on Monday, the contractor could be to blame, other guys probably should have checked, it was just an accident, an oversight. The incident was not a huge deal, they corrected it ASAP and called the IEPA again and the IEPA said ok thanks for letting us know.

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They then called Howard to let him know. So Jim, Tamara, Erik and Howard all knew of the issues. Erik confirmed that the communication between everyone at the plant and Howard is good.

Erik explained that working at the plant is stressful, the equipment is "picky" and the handling of the solids is not what it should be. He will call Howard and Josh when there are issues. He feels there is no breakdown in chain of command.

I asked Erik about his interactions with Alderman Hammortree. He said that Dennis came down to the WWTP after the second incident, a few weeks after to see the plant. Erik had heard rumors that Dennis was saying there are "turds in the river" and Erik took exception to that and was offended because it makes it sound like they do not know what they are doing. The opposite is true, they took action right away and did what needed to be done and take pride in their jobs. He said the whole thing was blown way out of proportion. To convince Dennis that there were no "turds in the river" he took him on a tour of the plant and explained what had happened and that it was not raw sewage that had gone into the river. Erik said Dennis was just trying to figure what was going on and was concerned about the WWTP because of the issues Itasca was having. Erik explained that Dennis was not grilling him for information but rather was just doing his homework. Dennis thanked him for educating him and showing him around. Erik said Dennis was not interfering with his job at all and was there 30 minutes at the most.

Erik reaffirmed that no one was interfering with his job, no one told him to do anything other than his job or to keep any information hidden.

Erik said Howard is a good guy, hands on, helpful and learns what is going on and interested in the job. Howard does not have a wastewater background but is interested in learning it to be better informed and typically comes down to the plant to check in every day. Before prior chain of command was not as apparent but now it is. Howard comes down and checks on things and it is easier now that they have a Public Works Director to report to.

### **Howard Moser, Public Works Director:**

I interviewed Howard Moser in person on May 17, 2016 at the WWTP. Howard reiterated the events of April 6<sup>th</sup> which matched the explanation that was given by Jim and Erik. He knew that the mixer had fallen into Basin 3 and that Erik had called the contractor to fix it. In order to fix it they needed to drain the basin. The contractor fixed it on Friday the 8<sup>th</sup>, they filled the basin back up on Monday the 11<sup>th</sup> and took samples again.

**Important to note:** Howard did not know about the exceedance that took place the week of April 6<sup>th</sup> (the first exceedance) until Tuesday the 12<sup>th</sup>. He was upset that he did not know about the final result that it was an actual exceedance until then but he did know at the time they drained the basin (April 8<sup>th</sup>) that an exceedance was possible, that in fact there was a good chance that there would be an exceedance, but he didn't know for certain on the 11<sup>th</sup>. He also knew that there

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had been dialog with Karen at the IEPA. He knew that Erik has a good relationship with the IEPA and that they are upfront with them.

The fact that Howard did not know about the first exceedance became an issue because at the April 11<sup>th</sup> City Council meeting when Alderman Todd Hall came up to Howard during a 5 minute break and asked "are we dumping crap into the river?" Howard said no but that there was an issue last week and Alderman Hall said "these guys (Dennis and Brett) are about to say we are." But nothing was then said at the meeting. On Tuesday, he asked the guys "why am I being asked about dumping crap into the river and why is Dennis about to make a speech about it?" He then told the guys "If you talk to a member of City Council prior to a meeting make sure I know." Howard did say that Erik may have thought he had told Howard, they all discussed the potential for an exceedance due to the equipment falling in and Erik was waiting to see what the results were from the testing. Erik may have assumed Howard already knew. Erik had a lot on his mind there had been a lot of rain which impacts the plant and was in the middle of the lift station project at the same time, and was off that Monday afternoon (the 11<sup>th</sup>). Howard said Erik is not shy talking to him.

On Tuesday the 12<sup>th</sup>, he got a call from Erik that Jim and Tamara at the plant and discovered another exceedance due to the fact that the pump had not been turned back on.

He said at the City Council meeting on April 25<sup>th</sup>, the Mayor and Aldermen were under the impression that Dennis knew something and chose not to say anything. Todd Hall was told not to say anything.

I asked him about chain of command. He said the Jim and Dennis conversation that could have been perfectly innocent discussion about the plant being new and working the bugs out. Jim could have vented to Dennis. Jim has known Dennis since he was a kid. Howard had an impromptu meeting with Gary and Josh the day the mixer fell off the wall and explained how they were handling it. Gary and Josh knew they had to drain the basin to fix it. He is not sure if he told them there was a possible exceedance but he did tell them that IEPA was or will be contacted. After the second incident on the 12<sup>th</sup> when the pump was not turned back on he told Gary about it and that there was an exceedance and Gary told him to write up a memo. On Tuesday the 12<sup>th</sup> he typed up a timeline of events.

Regarding his interactions with Dennis, Dennis has told Howard the worst thing you can do is to lie to me, and Howard responded by saying "I will tell you the same story as I tell everyone else." Howard has told his employees it is ok to talk to City officials and to tell the truth and answer questions but then to tell Howard so that he is prepared for the meetings. The guys are not afraid to talk to Howard.

A few weeks later they all met about the WWTP, Gary and HR Green and there was a question about the actual capacity of the plant and whether it can handle industrial waste and it

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was determined it cannot. Gary was there for that discussion. Howard thinks the tanks are just too small. Everyone is very upfront. Things are not working, there is a warranty and they do not want to void the warranty. Gary and Josh are open and receptive, and they rely on HR Green. There is frustration though. The old plant was more simple to operate and with this one there is a learning curve but overall he feels there is good morale with the employees. They are all just working to get the plant working the way it is supposed to be.

He thinks the breakdown in communication is the fact that the Aldermen, and the public, did not understand that an exceedance did not mean "turds in the river." It was solids that were released which are merely specs of solids, flakes but people envision "turds" and get all worked up. Again, the fact that there was an exceedance does not mean that raw sewage was spilling into the river.

**Josh Blakemore, Assistant City Administrator:**

I interviewed Josh Blakemore in person on May 17, 2016 at the City Hall. I asked him about the events the week of April 6<sup>th</sup>. He said that Howard, Gary and he all met wherein Howard informed them of the incident of the equipment falling off the wall. He said he did not remember exactly about there being an exceedance but they all knew that if the basin was offline it could cause a problem, equipment is very sensitive and he pointed out that the fact that there was an actual exceedance was not hidden from him.

Tamara then stopped by on the 12<sup>th</sup> regarding her resignation (her resignation was unrelated to any WWTP issues) and she informed him of the new issue due to the switch not being turned back on. He asked whether things are now getting back to normal and she said yes and that the IEPA was informed. She informed Josh of the second exceedance.

The next day, April 13<sup>th</sup>, Dennis came into City Hall around noon and was very angry and he said he wanted to know "what the hell is going on at the treatment plant?" "Why are there turds in the river?" Josh informed him that he had talked to the guys at the plant and that it was not raw sewage, it was treated solids. Matt Keenum was also present during the conversation. Josh told Dennis that Tamara, who is very environmentally sensitive, was not too worried about the exceedance, that this is not a disaster, and suggested Dennis talk to Howard about it. Howard and Josh explained they are always upfront with the IEPA and that they call anytime there is an issue. Josh called Howard to let him know Dennis may be contacting him and he told Howard to explain to Dennis exactly what happened.

Josh then met with Mayor Lockhart on Thursday the 14<sup>th</sup> to fill him in.

I asked Josh about what actually happened at the April 11<sup>th</sup> City Council meeting and he said that Dennis asked Tim Hartnett if there was any overflow at the plant and Tim answered "No." Josh said that Tim was not brought in on the equipment issue or exceedance issue of April 6<sup>th</sup> because the crew was handling it and IEPA was notified. So when Dennis asked Tim the question,

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Tim was not aware that there had been an issue. Josh also was not aware at that point of the exceedance but also does not think anyone was intentionally withholding information either.

Josh met with Howard and the Mayor on April 14<sup>th</sup> to explain to him what exactly happened, to explain that it was not raw sewage that was released but instead treated solids. Erik explained to the Mayor about the switch issue and that it was just an oversight and that the IEPA was informed and not overly concerned.

During this week, Gary was out of town Wednesday (the 13<sup>th</sup>), Thursday (the 14<sup>th</sup>) and Friday (the 15<sup>th</sup>). Josh called him though and informed him that Dennis had come in and what occurred, that Josh had been in touch with Howard and that he was meeting with the Mayor on the 14<sup>th</sup> and taking him through the plant.

Lastly, I asked Josh about lines of communication and he said they all communicate very well. They handled this issue well and the fact that the IEPA did not see too concerned confirms that. He said all elected officials come in from time to time and ask questions, and he and staff answer those questions. He noted that everyone just wants to do their jobs and no one wants to be put in the middle of anything.

**Jenny Snelten, HR/Finance:**

I interviewed Jenny Snelten in person on May 17, 2016 at the City Hall. Jenny remembers that there were issues discussed at the March 28<sup>th</sup> City Council meeting about the WWTP capacity and whether it could handle more industrial waste. Thereafter, prior to the April 11<sup>th</sup> City Council meeting, Dennis came in asking Josh and her about the plant and she suggested that he talk instead to the guys at the plant, Jim, Erik and Howard and gave him their phone numbers.

On April 11<sup>th</sup> Jim (her son) came in to ask her about letting out the dog and he ran into Dennis. I asked her if Dennis called Jim or if Jim called Dennis and she said no, they just happen to run into each other that day at the City Hall. (She said Jim has known Dennis his whole life, he went to school with Dennis' kids). She is aware that Jim talked with Dennis and Brett Martin prior to the City Council meeting because he told her afterwards. Jim said they just had questions about the plant and plant capacity. Jim said he drew a diagram and walked them through the process of how the plant works and what problems there are.

I asked her about chain of command. She said she is not aware of any issues at the plant. She said Aldermen come in periodically to ask questions and she answers them. She said all the Aldermen are entitled to the information. She said she is just here to do a job and if someone asks her a question she will answer it truthfully.

**Gary Boden, City Administrator:**

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I interviewed Gary Boden in person on May 17, 2016 at the City Hall. Gary said he was informed about the equipment issue the week of April 6<sup>th</sup> and knew it needed to be fixed and that the IEPA was informed. He said at the April 11<sup>th</sup> meeting Dennis was raising issues about the plant. Gary was then out of town that week, Wednesday, Thursday and Friday and received calls from Josh about the second incident and knew that Josh would be meeting with the Mayor to walk him through the issues.

**Todd Hall, Alderman 3<sup>rd</sup> Ward:**

I interviewed Todd Hall over the phone on May 26, 2016. Todd was aware that the equipment fell into the basin and that a letter was sent to the IEPA. There have been issues over water/sewer rates and that Dennis is upset about the plant.

At the April 11<sup>th</sup> City Council meeting, Dennis mentioned something about the discharge of waste into the river, and he asked Gary or Howard about it and Gary or Howard said "that is not correct." Dennis then said "are you sure?" And then Dennis moved on to another issue. Then at break during that meeting Todd said to Brett Martin, "I have not heard of any issues about discharge at the plant so Dennis must have misunderstood." Brett Martin then said to Todd, "Dennis and I have been there and talked to the employees and there was a discharge." Todd said this was news to him, he had not been aware. So Todd walked over and asked Howard if there had been aware of any discharge and Howard answered that he was not aware of a discharge. Then Todd went over to Tim Hartnett, the City Engineer, and he too said he was not aware of discharge. And as far as he knew, Josh and Gary were also not aware. So Todd assumed that Brett misunderstood or that Dennis just got the facts wrong.

Then after meeting ended, Brett came to him and said "Don't tell anyone, don't want to get anyone in trouble but there will be more coming out soon."

Dennis then went to City Hall raising hell on Tuesday or Wednesday regarding the plant.

Then on Wednesday or Thursday the Mayor called and asked him "What did you know and when did you know it?" Todd said he was not sure if he told the Mayor that Brett told him not to say anything.

At the City Council meeting on April 25<sup>th</sup>, there was again a discussion about who knew what and when about the plant and if there was more information that was not being shared. Alderman Mortensen asked Dennis "when did you know what was going on?" Todd told them: "here is what I know, I asked them (staff) about what the issues were, no one knew what they were, then I learned two aldermen did know that there were issues, that they had uncovered something and were withholding it for some reason". Brett then said "that was me and I said that because an employee was afraid for their job".

**Brett Martin, Alderman 4<sup>th</sup> Ward:**

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I interviewed Brett Martin in person on May 26, 2016 at the City Hall. On April 11<sup>th</sup> Dennis had invited Jim over to his house right before the City Council meeting. Brett was outside and Dennis said "hey do you want to come over and listen to this?" The discussion was not about the plant so much as it was about HR Green – "why are we paying them so much, why isn't the plant done, why are we still paying HR Green." Brett noted he is in construction so he does not understand if something is wrong, why the City still is getting billed. Dennis wanted to know where the money was going.

Jim explained that a piece of equipment had fallen off the wall so the waste built up and a little bit spilled into the river. Not raw sewage but not yet ready to be discharged either. Jim explained that there were phosphates in the water, was not clean enough to get dumped in. Jim explained that anytime there is a storm the plant gets full and they get backed up.

They continued to talk about water/sewer rates, why are they increasing the rates, just to keep paying HR Green? Why isn't this warranty work, etc? They talked about whether the plant was the correct size. Basically, Dennis was asking questions and Jim was answering them, and confirmed that the plant was not big enough, they were all working long hours, understaffed, and the holding ditches were at capacity. Brett said no one else gives Dennis a direct answer including Josh and Gary. Jim said that if things do not run exactly right at the plant then they have a problem. Then at the City Council meeting that night (April 11<sup>th</sup>), Gary said there is no capacity issue. Brett then said to Todd Hall, "he is lying to you" and told Todd that there had been a spill over because of a piece of equipment broke. Brett told Todd "keep things in your hat for now (meaning the plant capacity issue) because the employee is afraid of losing his job." I asked Brett whether Jim really said he was afraid of losing his job and Brett said that Jim is afraid that if the plant fails, Jim is afraid he will be blamed. Brett said he had never been to the plant so the meeting with Jim was kind of a crash course in how it worked. Brett also told Matt Keenum that night that Gary is lying, the plant is at capacity and stuff spilling over. He said he knows Matt talked to the Mayor and Gary then after that meeting.

Brett explained that the reason he told Todd "keep under your hat" was "not political gottcha stuff" but more because he did not want Jim to get in trouble for talking to them.

He said they are tired of not getting information and mad that they are being told not to talk to City employees on top of already not getting information. Then at the April 25<sup>th</sup> meeting, he and Dennis were accused of knowing more about the exceedances than what they actually knew. All they knew was there was a problem with the equipment the week of the 6<sup>th</sup>, there was a spill over, and the plant is too small to take on more industrial waste.

Brett said this is not a situation where the employees know something and then only telling certain aldermen for political gain or to embarrass people. It is just that the plant is not big enough, they are paying too much money, the plant is over worked and now they want to add on more and the whole time Gary is saying everything is just fine, they pay HR Green more money and then

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keep raising water/sewer rates. That is what he meant when he said "there is more to come", he meant this overall capacity issue.

**Matt Keenum, Alderman 3<sup>rd</sup> Ward:**

I interviewed Matt Keenum in person on May 26, 2016 at the City Hall. Matt said that during a break at the April 11<sup>th</sup> City Council meeting, during a break, Dennis came over to him and said "turds are flowing into the river." Dennis said there are issues and Gary and the Mayor do not know about them. Dennis wanted Matt to then bring it up at the meeting. Matt told Dennis "I can't do that, I don't know anything about it, all hearsay".

A couple of days later, on April 13<sup>th</sup>, Matt was at the City Hall and was talking with Josh when Dennis stormed in and reiterated everything about turds flowing into the river. This was apparently after Dennis had been to the plant. Dennis was very angry, ready to explode. Dennis was upset that no one was doing anything about it. Matt was not sure at that point whether Dennis meant that no one was doing anything about the overall issues with the plant itself or that administration was not aware of the exceedance the prior week or what. He just kept repeating, there are "turds in the river".

Matt said he was not aware of any information that Dennis was allegedly withholding and he was not there when Brett said "don't tell anyone" or "keep it under your hat."

At the April 25<sup>th</sup> meeting, they had Howard's report and Erik was at the meeting and they were told that Eric told Howard about the equipment failure, Howard then told Josh. Josh did not specifically tell Gary because Josh knew Gary already was aware of it.

**Steve Mortensen, Alderman 2<sup>nd</sup> Ward:**

I interviewed Steve Mortensen over the phone on May 31, 2016. Steve explained that he had no prior knowledge about the April 6<sup>th</sup> incident and nothing really to add to my investigation.

**Nicole DeBoer, Alderman 1<sup>st</sup> Ward:**

Nicole returned my phone call and left me a message that she too had no information that would help in the investigation.

**Mike Smith, Alderman 2<sup>nd</sup> Ward:**

I was unable to make contact with Mike Smith but it was also my understanding that he probably did not have any information that would aide in the investigation.

**Donald Lockhart, Mayor:**

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I interviewed the Mayor over the phone on June 1, 2016. The Mayor knew that there was an equipment issue the week of April 6<sup>th</sup>, he knew equipment fell off wall, it was repaired, and then switch was not turned back on.

After Dennis' meeting with Josh on Wednesday the 13<sup>th</sup>, Josh called him and said you better come out to the plant. Dennis is saying "turds in the river." The Mayor had just had a procedure and so he could not go out there until the next day. He called Gary in Texas and asked him, what's going on at the plant, supposedly there are some big issues. Gary said he was not sure but would make some calls.

Todd Hall had told the Mayor that Brett told him there were issues at the plant and to keep his mouth shut about it.

They asked Howard and Howard said it was all taken care of. Mayor had gone out to the plant on Thursday, they explained an IEPA report was done and that there was no raw sewage spilling into the river.

The Mayor wanted to know if any Aldermen knew something different and was hiding something. He wanted to know why he did not know about the exceedances until Wednesday night. Is there a breakdown in chain of command?

**Dennis Hammortree, Alderman 4<sup>th</sup> Ward:**

I interviewed the Dennis at my office on June 1, 2016. He explained that his issues are with the plant itself and the amount of money spent on it and that fact that it still is not operating right.

He said at the March 28<sup>th</sup> City Council meeting Josh made a comment that the plant was at full capacity but that no one really picked up on it. He did though and had questions so he started to educate himself.

He ran into Jim at the City Hall on April 11<sup>th</sup> and asked him if he could ask him some questions about the plant. Jim came over to his house (again he has known Jim for years) and Jim explained the capacity issues and the equipment failure which led to the exceedance that week. Jim explained how the plant worked.

Later then that night at the City Council meeting, Mike Smith brought up the issue of raising rates and Dennis asked Josh and the City Engineer, since the new plant, have there been any discharge issues? They replied no.

During break he told Matt Keenum, "we just got lied to, there are issues at the plant." He said that he talked with Matt and Brett talked with Todd Hall to let them know that despite what Gary and the City Engineer are saying, there are problems at the plant.

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I asked him why Brett told Todd not to say anything or "to keep it under your hat and that there is more to come." Dennis had no idea why Brett said that, Dennis did not tell him to say that and cannot imagine why Brett would say that. He said Brett must have assumed that the employee, Jim might get in trouble for talking to them and Brett did not want to see Jim lose his job.

On April 13<sup>th</sup> he took a half day off of work and went to the plant to better understand how it worked. He asked Jim to give him a tour so that he could better understand what Jim was explaining to him on April 11<sup>th</sup>. Dennis asked whether the second exceedances were reported to the IEPA and Jim told him they were.

Dennis then went to the City Hall to talk to Josh about what was going on at the plant and wanted to know who was dealing with the capacity issues. He admits he was pretty upset.

On April 19<sup>th</sup> he said he went back to the plant and talked with Erik and asked him about what is going on with HR Green. Erik explained the operations, basically the same that Jim did. The way Dennis understood it was that the sewage has been swirling around for five months and that the plant could not handle a hook up with Arnold Engineering and that Erik told Gary that.

Regarding chain of command issues, Dennis said the employees are afraid for their jobs and that everyone is walking on eggshells.

I told him that it was my understanding that the discharge into the river was not raw sewage so why did he refer to it as "turds in the river"? He said the discharge was brown, not a clear fluid. If it is brown what else could it be? However, Dennis' concern really was not those two exceedances. He was more concerned about the overall capacity issues with the plant. That the sewage is swirling around for five months. HR Green said they have to work 16 hour days to get it to work how it should. They keep paying HR Green, and to do so they raise water/sewer rates.

**Tamara Mueller, Class 1 Operator (former HR Green Consultant):**

I interviewed the Tamara over the phone on June 2, 2016.

She explained the April 6<sup>th</sup> incident. She said the plant has a lot of infiltration when it rains and it had been a rainy week. Then the equipment fell; just bad coincidence. When the equipment fell the tank had to be taken offline to fix that, plus the rain infiltration, caused the exceedance.

On Tuesday April 12<sup>th</sup> she saw that the third SBR was sending solids out the decanter. She and Jim went to the river to see what was happening and could tell solids were going into the river. She made clear that these were treated solids, they had gone completely through the treatment process but that just too much at one time were being released during a 24 hour period. Thus they were way over their IEPA permit level. She said by no means was this raw sewage being released.

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She said there was a light brown plume out of the channel that went for about 10-20 feet and then dissipated. Again, this was treated sludge, treated solids. She and Jim worked to make adjustments. Erik was at the lift station at the time so she called him to let him know. Erik told her to check the switch and they found that it was in off position. So that plus the rain still coming in from prior week again strained the system and caused exceedance. Erik called Howard to tell him.

I asked her about the chain of command, she said it is good. The guys work well together and are good about letting Public works know if there is an issue. Erik talks to Howard all the time.

### **Conclusion:**

It appears that there were several unfortunate mistakes and misunderstandings that caused the confusion. It does not appear that any information was actually withheld by any employee from their supervisor. It is clear that the staff all communicated with each other about the equipment issues and exceedances. The miscommunication came on Monday the April 11<sup>th</sup> when staff knew of the exceedances but either assumed Howard knew, or because of the stress of the day and the fact that Erik was out that afternoon, the final determination that there was an exceedance had not yet been communicated to Howard prior to the City Council meeting. Again, not due to poor communication, just due to the circumstances of that day. Thus, when he was asked at the meeting about spillage into the river, he did not have adequate information to answer the question. Also, the question posed might have been confusing- "are we dumping crap into the river?" The exceedances were not major events and the IEPA was not alarmed. So when Howard was asked "are we dumping into the river" he of course said no because raw sewage was not spilling over into the river. In addition, the City Engineer was never informed of any of the issues because they had already been handled at the staff level. So when he was asked that same question, he too said no. Some aldermen though knew that there was an exceedance so then it looked like the people in charge didn't know what was going on. However, this investigation shows that the employees of the WWTP were on top of the situation.

The rumor mill also added to the confusion and maybe a misunderstanding of what actually was released into the river. Tamara Mueller confirmed that the solids released were fully treated. However, when one sees or hears that brown liquid is being released into the river, without knowing all the facts, an assumption can be made that what was released is something along the lines of raw sewage. In reality, raw sewage was never released and the WWTP employees, Public Works director, and the IEPA were all fully informed of the exceedances.

Lastly, the other concern or a breakdown in communication occurred when Brett Martin had asked Todd Hall to not say anything but that there are issues with the plant and "there is more to come". That statement made it appear as though the information he received was inside information that others were not privy to. In reality, Brett had just learned about the issues that afternoon, wasn't yet sure how to process the information and did not want the employee to get in

**Zukowski, Rogers, Flood & McArdle**

Mayor and City Council

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trouble. Brett and Dennis were not told any information that was not already known by all the WWTP employees including the Public Works Director who had all already handled the situation correctly. The "more to come" comment made by Brett Martin had to do with the overriding issue of whether the WWTP has adequate capacity, not that they have more "secret" information that management was not aware of. These were issues already being discussed at the staff level.

Please do not hesitate to contact me if you have any questions or need further clarification on my investigation.

Sincerely,



Kelly A. Cahill

KAC:cw

cc: Carlos S. Arévalo, City Attorney





**HR GREEN, INC. (HRG)**  
 City of Marengo (CoM) Update  
 June 6, 2016



“Bold” indicates status change, new item(s), or new action.

Item No.	HRG Project No./Name (City Acct)	Tasks	CoM Action Required	HRG Action Required	Contract Amount	Billed To Date	Remaining Budget
1.	86120385.01/Wastewater System Improvements (31-00-736.00)	The plant improvements have been completed. The warranty items have been completed by the contractors. Additional items have been identified and are being worked on by the City Staff/HR Green.	Attend site meetings as required. Coordinate with WBCI for any warranty items. One year remains on warranty until May 2017.	Offer guidance and expertise as required/requested. Weekly phone conference or site meetings to aid City with plant and any remaining comments/concerns, if required	\$0.00	\$0.00	\$0.00
2.	86140257 IL Rte. 23 @ Jane Adams Tollway – Interchange/ Intersection Design Study – Startup Agreement (41-00-736.00)	<u>Month of May</u> <ul style="list-style-type: none"> <li>▪ Submitted Phase I and II engineering contract for engineering services to IDOT, Tollway, and County for review/approval.</li> <li>▪ Completed MOU and IGA for review by City, County, Tollway, and IDOT</li> </ul> <u>Month of June</u> <ul style="list-style-type: none"> <li>▪ Complete MOU and IGA review.</li> <li>▪ Coordinate review comments from the reviewing agencies regarding the Feasibility Study and Phase I/II engineering contract.</li> <li>▪ Present Economic Impact Study at County on 6/7/16</li> <li>▪ Present Economic Impact Study at City on 6/20/16</li> <li>▪ Present Project Update, MOU, and IGA, to City Council on 6/20/16</li> </ul>	<ul style="list-style-type: none"> <li>▪ Attend update meetings – as scheduled</li> <li>▪ Coordinate with Stakeholders when required</li> <li>▪ Present MOU and IGA for local share of project (50%) on 6/20/16 to City Council</li> <li>▪ Work on ROW needs – discussions with Owners once study has been updated.</li> </ul>	HR Green will continue to coordinate and present at stakeholder meetings. Provide meeting minutes and exhibits as needed. Provide monthly or quarterly updates to the City, County, and other stakeholders. See tasks for details.  Separate meeting minutes, reports, and information will be distributed as it becomes available each month.  HR Green has completed the MOU and IGA for City, County, IDOT, and Tollway review. Submitted on 6/3/16 for review and comment.	\$289,608.25	\$273,712.08	\$15,896.17
3.	86130105/Prospect Const. Obs. (40-00-736.00)	Awaiting IDOT approvals estimated spring 2016 or beyond pending IDOT review. HR Green prepared summary report for City Staff and submitted for review. <i>No action at this time.</i>	Attend update meetings as required and sign all final paperwork when submitted. Pay IDOT invoices as they are submitted. <i>No action at this time.</i>	Complete the closeout process with the City, contractor, and IDOT. Met with IDOT to attempt of move IDOT approval of outstanding authorizations. <i>No action at this time.</i>	\$0.00	\$0.00	\$0.00
4.	86140148/FPA Amendment and Sanitary Sewer Master Planning (37-00-736.00)	FPA Amendment Documents and Sanitary Sewer Master Plan have been substantially completed and have been reviewed with City Staff. City Staff and HR Green will present the information and recommendations to the City Council in summer 2016 along with a schedule of next steps if requested. <i>No action at this time.</i>	City Staff to review the FPA Amendment documents and Sanitary Sewer Master Plan and prepare for presentation to City Council. <i>No action at this time.</i>	HR Green finished the FPA Application and Sanitary Sewer Master Plan Report and submitted to the City for review and comment. HR Green to coordinate pre-final review meeting and then prepare for a presentation to the City Council. Submit to CMAP/EPA after City council review summer 2016. <i>No action at this time.</i>	\$43,000.00	\$43,000.00	\$0.00
5.	86150200.01/Genl. Cons. (2015/2016 – May 1 through April 30) (01-51-636.00)	<ul style="list-style-type: none"> <li>▪ Meeting attendance, research, coordination as requested on a monthly basis. Detailed backup is provided with invoices.</li> <li>▪ Update agreement for FY 16/17</li> </ul>	Coordinate with HR Green to complete tasks on a monthly basis. Approve agreement for May 1, 2016 – April 20, 2017	Ongoing services for meeting attendance, research, and coordination with various agencies and/or City staff. Attend meeting with City, Owner, Developers, and Engineers to host kickoff meetings as requested.  <b>Doral Ridge BFE Determination and LOMA's Budget Numbers to H. Moser on 05/10/16.</b>	T&M as requested by City	--	N/A
6.	86160153/Deerpass Estates VI	Punchlist, LOC review, bid and contract documents are being prepared for June bid. Summer/fall 2016 completion.	PW coordination with HRG regarding walk throughs. Review of OPC's and determination of priorities after walk through have been completed. Review bids.	Collection and copying of plans and plat done 03/31/16. Walk through of site completed 04/13/16. Preparation of OPC's completed on 04/19/16. Need determination of priorities with City. <b>Bid docs prepared.</b> Attend pre-bid & bid opening in June.	\$5,000.00	\$1,740.50	\$3,259.50
7.	86160154/Deerpass Meadows II	Punchlist, LOC review, bid and contract documents are being prepared for June bid. Summer/fall 2016 completion.	PW coordination with HRG regarding walk throughs. Review of OPC's and determination of priorities after walk through have been completed. Review bids.	Collection and copying of plans and plat done 03/31/16. Walk through of site completed 04/13/16. Preparation of OPC's completed on 04/19/16. Need determination of priorities with City. <b>Bid docs prepared.</b> Attend pre-bid & bid opening in June.	\$9,999.99	\$1,650.00	\$8,349.99
8.	86160155/Settler's Cove	Punchlist, LOC review, bid and contract documents are being prepared for June bid. Summer/fall 2016 completion.	PW coordination with HRG regarding walk throughs. Review of OPC's and determination of priorities after walk through have been completed. Review bids.	Collection and copying of plans and plat done 03/31/16. Walk through of site completed 04/13/16. Preparation of OPC's completed on 04/19/16. Need determination of priorities with City. <b>Bid docs prepared.</b> Attend pre-bid & bid opening in June.	\$4,000.00	\$1,056.00	\$2,944.00
9.	2015 Water Main Project 86140346	Per Reimbursement Agreement with Arnold Engineering, the City submitted two invoices for reimbursement that were paid to HR Green in January 2015 and April 2016. The project has been closed.	Requested/reviewed detailed backup by HR Green for reimbursement from Arnold.	HR Green provided detailed breakdown of the two invoices and split pro-rata fair share between Arnold and City. Attorney submitted to Arnold per agreement.	\$216,630.00 Closed Out	\$19,044.20 Final to This Project	\$197,585.80

