

Posted: 8/4/2016

REGULAR CITY COUNCIL MEETING

August 8, 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:** July 25, 2016 Regular Meeting Minutes
6. **Approval of the List of Bills**
7. **Consent Agenda**
 - a. Approval of 5K Run/Walk Request for Cancer Kids
 - b. Authorization to Establish Retirement Fund
 - c. Approval of Settler's Days Request and Fee Waiver
8. **New Business**
 - a. Presentation from Marengo Park District
 - b. Presentation and Acceptance of 2015/2016 Marengo Cemetery Report
 - c. Action on Resolution Authorizing Execution of a Memorandum of Understanding with McHenry County Regarding the Funding and Development of an Interchange at I-90 and Route 23
 - d. Action on Ordinance Authorizing Execution of an Intergovernmental Agreement with McHenry County for the Purpose of Phase I Completion and Phase II Engineering Services for I-90 /Route 23 Interchange and Execution of the Phase I Completion and Phase II Engineering Services for I-90/Route 23 Interchange
 - e. Authorization to Accept Bids for Equipment for Fire Hydrant Repairs & Replacement
 - f. Action on Ordinance Authorizing Execution of an Intergovernmental Agreement for Shared Telecommunications Services with the Marengo Fire Protection District, Union Fire Protection District, and Marengo Rescue Squad
9. **Mayor's Statements and Reports**
10. **Department Head and Staff Reports**
11. **Reports and Statements from City Council**
12. **Adjournment**

MEMORANDUM

To: Mayor and City Council

From: Megan Lopez, Administrative Assistant

Date: August 8, 2016 Regular City Council Meeting

Re: Agenda Items # 8c and 8d

The City Attorney will supplement the agenda with the appropriate ordinance and resolution for the above agenda items on Monday night. This does not add to the substance, but it's merely reflective of the action to be taken.

**Marengo City Council
Regular Meeting Minutes
City Council Chambers
132 E. Prairie Street
Marengo, IL 60152
July 25, 2016**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

City Clerk Connie Boxleitner led everyone in the Pledge of Allegiance.

ROLL CALL

Present this evening are Mayor Donald B. Lockhart; Aldermen Matt Keenum, Mike Miller, Michael Smith, Nicole DeBoer, Dennis Hammortree, Brett Martin, Todd Hall and Steve Mortensen. Also present are City Administrator Gary Boden, Assistant City Administrator Joshua Blakemore, Sergeant Rodney Riley (and Shadow), Public Works Director Howard Moser, City Attorney Carlos Arevalo, City Engineer Tim Hartnett, and Finance Director Jennifer Snelten.

PUBLIC PARTICIPATION

None

APPROVAL OF MINUTES – July 11, 2016 Regular Meeting Minutes

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to approve the minutes from the July 11, 2016 Regular Meeting. The alderman voted as follows:

- Ayes: Keenum, Mortensen, DeBoer, Miller, Hall, Smith, Hammortree and Martin
 - Nays: 0
 - Abstain: 0
- The motion passed.

APPROVAL OF LIST OF BILLS

Questions were asked on bills presented for an attorney invoice (Arnold Engineering work), and for reimbursement for a crib (sewer backup).

Alderman Todd Hall made a motion, seconded by Alderman Matt Keenum, to approve the list of bills. The aldermen voted as follows:

- Ayes: Smith, Keenum, Mortensen, DeBoer, Miller, Martin and Hall
 - Nays: Hammortree
 - Abstain: 0
- The motion passed.

NEW BUSINESS

- a. Consent to Mayor’s Appointment to Marengo Cemetery Board

Mayor Lockhart requested consent of the Council to appoint Jim Zenk (as Chairman), Carole Bartman (as board member), and Brittany Richardson (as board member), to the Marengo Cemetery Board.

Alderman Matt Keenum made a motion, seconded by Alderman Nicole DeBoer, to approve the appointment of Jim Zenk, Carole Bartman and Brittany Richardson to the Marengo Cemetery Board. The aldermen voted as follows:

Ayes: Martin, Hammortree, Hall, Keenum, Mortensen, Miller, DeBoer and Smith
Nays: 0
Abstain: 0
The motion passed.

b. Public Hearing regarding the Second Amendment to the Brookside Meadows Annexation Agreement
Attorney Arevalo called the Public Hearing to order at 7:05 PM. Roll call showed Mayor Lockhart; Aldermen
Todd Hall, Nicole DeBoer, Michael Smith, Matt Keenum, Steve Mortensen, Mike Miller, Brett Martin and
Dennis Hammortree present. Public notification was published in the Northwest Herald on the 9th of July, and
that documentation is on file in the clerk's office.

Alderman Nicole DeBoer made a motion, seconded by Alderman Michael Smith, to open the public hearing. The
motion passed with a voice vote. There was no public comment on this issue.

Alderman Nicole DeBoer made a motion, seconded by Alderman Michael Smith, to close the Public Hearing.
The aldermen voted as follows:

Ayes: Martin, Mortensen, Hall, Smith, Hammortree, DeBoer, Keenum and Miller
Nays: 0
Abstain: 0
The motion passed.

The Public Hearing adjourned at 7:08 PM.

c. Action on an Ordinance Authorizing the Execution of the Second Amendment to the Brookside
Meadows Annexation Agreement

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to approve an Ordinance
Authorizing the Execution of the Second Amendment to the Brookside Meadows Annexation Agreement.
The aldermen voted as follows:

Ayes: Smith, Keenum, Martin, Mortensen, DeBoer, Hall, Miller and Mayor Lockhart
Nays: Hammortree
Abstain: 0
The motion passed.

d. Discussion and Request for Direction on the Proposed Addition of a Class AA Liquor License for
Patsy's Gaming Cafe – located at 20001 Telegraph Unit C

Don Kaminski spoke to the Council on his request for a Class AA Liquor License. He is hoping to have a small
bar/gaming cafe at that location. He provided information on the size of the property, and photos of the proposed
layout of the interior. The Council was split on this issue. It will be brought back before the Council for a formal
vote at the next meeting, and will include a copy of the original gaming ordinance so the Council can review the
Ordinance and how it relates to this request.

e. Discussion and request for Direction on Creating a Retirement Fund to Offset Sick Leave Payout
Upon Retirement

Administrator Boden spoke about the possibility of establishing a "sinking fund" that would cover this expense
upon the retirement of any of the City personnel. Assistant City Administrator Blakemore presented specific
information, projecting the possibility of payout amounts for the next 10 years. The suggestion from staff is to
take the current "days of cash reserve" from the current 92.7 days down to 90.0 days, and start the fund with
\$29,090. The Council agreed that this would be the way to go, along with adding to the fund each year. This will
be brought before the Council as a formal request in the near future.

f. Action on a Resolution Reaffirming the Chain of Command

Alderman Nicole DeBoer made a motion, seconded by Alderman Michael Smith, to approve the Resolution Reaffirming the Chain of Command – with an organizational flow chart to be included with the document.

Alderman Brett Martin made a motion, amending the original motion, seconded by Alderman Dennis Hammortree, to amend the wording of #7 to read as follows: “No employee shall face any adverse employment action for either insisting upon the command and authority structure set forth in the Code and clarified through this Resolution, or in the event that an employee provides any information to a City Council member that would lead to an investigation by the administration in which case the matter would be handled pursuant to the policies in the employees handbook.” The aldermen voted as follows:

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

The motion passed on the Amendment to the Original Motion.

The aldermen voted as follows on the original motion:

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

The motion passed.

MAYOR’S STATEMENTS AND REPORTS

Mayor Lockhart had no report this evening.

DEPARTMENT HEAD AND STAFF REPORTS

Asst. City Administrator Joshua Blakemore reported that McHenry County Defenders will be holding a recycling collection in Marengo on the 13th of August. The times will be from 9 am to Noon.

Finance Director Jennifer Snelten submitted the month end reports for the Council to review. She has received verification from the broker that BC/BS renewal on the health insurance will be reduced by 8.07%. This should be a savings of about \$63,000 on the yearly premium. There will be an increase in the costs for the dental and life insurance premiums, for an increase of around \$2,000 for the year.

Public Works Director Howard Moser reported that they are done with the hydrant flushing project. There are some hydrants not working properly at this time, and Justin is working with Howard on solving the problems. During the project, they had 3 water main breaks. Street lane marking is being done around town. The PM testing of wells 7 & 8 is complete, and they are waiting on the results, which will be given to the Council when received. The question on the street lights invoice from last month has been researched and was explained to the Council. A question was asked about the WWTP and he updated the Council with status.

Sgt. Rodney Riley asked if there were any questions on the report that Interim Chief Solarz had included with the board packet, and added information on the T-1 line that is being shared with the fire department and the rescue squad.

City Engineer Tim Hartnett updated the Council on the dates of the various meetings with the various entities involved in the toll way project, along with status on the MOU and IGA.

City Administrator Gary Boden advised the Council that the City has received \$284,000 from 300 West LLC and Arnold Engineering. These funds will be placed on hold in the Capital Improvement Fund at this time.

City Attorney Carlos Arevalo had no report.

REPORTS AND STATEMENTS FROM CITY COUNCIL

Alderman Keenum thanked the City for the installation of the “no parking” sign that were put up on East Washington Street. They are appreciated by all the residents in that area.

ADJOURNMENT

Alderman Nicole DeBoer made a motion, seconded by Alderman Michael Smith, to adjourn the meeting. The motion passed with a voice vote. The meeting adjourned at 8:30 PM.

Constance J Boxleitner
City Clerk

The City Council approved these minutes on _____

DRAFT

#6

BOARD MEETING: 08/08/16

CITY OF MARENGO
BILLS PAYABLE REPORT FOR AUGUST, 2016

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WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

| DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|---|----------------|-------------|
| <u>ADMINISTRATION DEPARTMENT EXPENDITURES</u> | | |
| AUDIO ENGINEERING, INC. (120) | | \$250.00 |
| 39936 MAINTENANCE AND ADJUSTMENT OF COUNCIL CHAMBERS MICROPHONES AND AUDIO SYSTEM | 01-51-512.00 | 250.00 |
| FIRST NATIONAL BANK OF OMAHA (2575) | | \$7.99 |
| 019147 PRESS PLUS/NWHERALD WEB SUBSCRIPTION | 01-51-531.00 | 7.99 |
| HINCKLEY SPRINGS (2998) | | \$40.19 |
| 14457314 062516 WATER DELIVERY | 01-51-565.01 | 40.19 |
| HR GREEN, INC. (1945) | | \$11,853.99 |
| 106204 5/14-6/17/16 ENGINEERING SERVICES/MEETING ATTENDANCE AND REIMBURSEABLES | 01-51-636.00 | 6,929.64 |
| 106204 5/14-6/17/16 ENGINEERING SERVICES/STORMWATER MANAGEMENT ORDINANCE UPDATE REVIEW AND STORMWATER ENFORCEMENT OFFICERS TRAINING WITH MCHENRY COUNTY | 01-51-636.00 | 265.95 |
| 106204 5/14-6/17/16 ENGINEERING SERVICES/INTERCHANGE DESIGN STUDY/MU01 PLANNING | 01-51-636.01 | 1,903.50 |
| 106204 5/14-6/17/16 ENGINEERING SERVICES/INTERCHANGE DESIGN STUDY/MU02 TRANSPORTATION | 01-51-636.01 | 2,754.90 |
| KANE SOLUTIONS LLC (3088) | | \$50.00 |
| 71216 COMPUTER TROUBLESHOOTING/MICROSOFT OFFICE COMPATIBILITY ISSUES & PAYROLL LAPTOP SERVER CONNECTION ISSUES | 01-51-638.01 | 50.00 |
| MCHENRY COUNTY COUNCIL OF GOVERNMENTS (1337) | | \$45.00 |
| 16138 JULY MEMBERSHIP MEETING/BODEN | 01-51-480.00 | 45.00 |
| MCHENRY COUNTY DIV. OF TRANSPORTATION (3019) | | \$1,834.75 |
| 9-17 JULY 2016 LOCAL SHARE/MCRIDE | 01-51-588.01 | 1,834.75 |
| NORTHWEST HERALD (1554) | | \$131.00 |
| 44179 DELIVERY SUBSCRIPTION RENEWAL 8/24/16-8/23/17 | 01-51-531.00 | 131.00 |
| OFFICE DEPOT (1575) | | \$144.78 |
| 850302430001 SCISSORS AND FOAM CUPS | 01-51-565.01 | 11.74 |
| 850302507001 COMPASS | 01-51-565.01 | 12.99 |
| 852532812001 PERFERATED PAPER | 01-51-565.01 | 43.69 |
| 852532876001 CLASP ENVELOPES AND COPY PAPER | 01-51-565.01 | 76.36 |
| SHAW SUBURBAN MEDIA GROUP (1907) | | \$354.30 |
| 1205286 LEGAL NOTICE/ANNUAL TREASURERS REPORT | 01-51-533.00 | 354.30 |
| ULINE (2139) | | \$88.93 |
| 78652559 SHREDDER BAGS | 01-51-565.01 | 88.93 |
| VERIZON WIRELESS (2787) | | \$214.44 |
| 687248174-00001 4/16-5/15/16 SERVICE/CITY HALL | 01-51-523.00 | 214.44 |
| TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES | | \$15,015.37 |
| <u>POLICE DEPARTMENT EXPENDITURES</u> | | |
| AT&T (109) | | \$256.90 |
| 815Z0400047651 7/16-8/15/16 SERVICE/RADIO CIRCUIT FROM WATER TOWER TO PD | 01-52-523.00 | 256.90 |
| CHARTER COMMUNICATIONS (380) | | \$295.98 |
| 824511663000123 8/1-8/31/16 INTERNET SERVICES/POLICE | 01-52-512.00 | 295.98 |
| CINTAS CORPORATION #355 (411) | | \$77.14 |
| 355263844 MATS/POLICE | 01-52-510.00 | 77.14 |
| MSC - 410526 (579) | | \$63.20 |
| 1000531808 BREAK ROOM SUPPLIES | 01-52-565.02 | 11.45 |
| 1000535285 BREAK ROOM SUPPLIES | 01-52-565.02 | 17.95 |

CITY OF MARENGO

BOARD MEETING: 08/08/16

BILLS PAYABLE REPORT FOR AUGUST, 2016

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

| DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|--|----------------|------------|
| <u>POLICE DEPARTMENT EXPENDITURES</u> | | |
| 1000539189 BREAK ROOM SUPPLIES | 01-52-565.02 | 33.80 |
| FACTORY MOTOR PARTS CO (3087) | | \$267.02 |
| 33-1117195 GENERATOR AND CONNECTOR/M11 | 01-52-511.0C | 160.57 |
| 33-1119256 HUB ASSEMBLY AND WHEEL BEARINGS/M5 | 01-52-511.0C | 106.45 |
| FIRST NATIONAL BANK OF OMAHA (2575) | | \$1,161.09 |
| 094298 CROWN PLAZA SPRINGFIELD/RILEY K-9 RECERTIFICATION | 01-52-430.0C | 78.40 |
| 242282 HOLIDAY INN CRESTWOOD/7/11-7/15/16 TRAINING/ BOYCE | 01-52-430.0C | 523.60 |
| 265035 HOLIDAY INN CRESTWOOD/7/18-7/23/16 TRAINING/ BOYCE | 01-52-430.0C | 523.60 |
| 490732 USPS/RETURN OF ILEAS RADIO EQUIPMENT | 01-52-532.0C | 17.75 |
| 883837 OFFICESUPPLY.COM/SHIPPING LABELS | 01-52-565.02 | 17.74 |
| HINCKLEY SPRINGS (2998) | | \$105.39 |
| 14457314 062516 WATER DELIVERY | 01-52-565.02 | 105.39 |
| ILEAS (983) | | \$120.00 |
| DUES5817 9/1/16-8/31/17 MEMBERSHIP DUES | 01-52-443.0C | 120.00 |
| JACK WOLF IN BELVIDERE (2622) | | \$5.28 |
| 71754 FINANCE CHARGE FOR INV. 84848 | 01-52-511.0C | 5.28 |
| DANIEL MCINTURFF (241) | | \$1,591.25 |
| 15203 3/10-7/15/16 SOFTWARE UPDATES AND COMPUTER MAINTENANCE | 01-52-545.0C | 1,591.25 |
| OFFICE DEPOT (1575) | | \$93.83 |
| 850302430001 DVR | 01-52-565.02 | 27.99 |
| 851392658001 COPY PAPER AND PENS | 01-52-565.02 | 48.85 |
| 851392731001 CHIEF OF POLICE ENGRAVED SIGN/COUNCIL CHAMBERS | 01-52-565.02 | 16.99 |
| P.F. PETTIBONE & COMPANY (1649) | | \$148.95 |
| 70442 NON-TRAFFIC TICKET BOOKS | 01-52-565.02 | 148.95 |
| VERIZON WIRELESS (2787) | | \$193.31 |
| 687248174-00001 4/16-5/15/16 SERVICE/POLICE | 01-52-523.0C | 193.31 |
| TOTAL POLICE DEPARTMENT EXPENDITURES | | \$4,379.34 |
| <u>STREET DEPARTMENT EXPENDITURES</u> | | |
| BONNELL INDUSTRIES INC. (248) | | \$2,325.89 |
| 0110025 REPAIR OF PLOW/T14 | 01-53-512.0C | 2,325.89 |
| CINTAS CORPORATION #355 (411) | | \$355.81 |
| 355257889 UNIFORMS | 01-53-469.0C | 89.89 |
| 355260734 UNIFORMS | 01-53-469.0C | 89.89 |
| 355263570 UNIFORMS | 01-53-469.0C | 89.89 |
| 355266459 UNIFORMS | 01-53-469.0C | 86.14 |
| COMED (438) | | \$6,618.79 |
| 1488129005 6/16-7/18/16 SERVICE/STREET LIGHTING/STREET LIGHTS OWNED BY COMED/RENTAL, MAINTENANCE & USAGE CHARGES | 01-53-527.0C | 6,190.31 |
| 2891090021 6/17-7/13/16 SERVICE/STREET LIGHTING/CITY OWNED STREET LIGHTS/ELECTRIC USAGE CHARGES | 01-53-527.0C | 428.48 |
| COMED (439) | | \$28.93 |
| 2361160029 6/9-7/12/16 SERVICE/STREET LIGHTING/CITY LOT #2/ELECTRIC USAGE CHARGES | 01-53-527.0C | 28.93 |
| FACTORY MOTOR PARTS CO (3087) | | \$205.67 |
| 33-1118836 GEARBOX AND CORE DEPOSIT/T4 | 01-53-511.0C | 357.62 |
| 33-1118992 V-BELT/T4 | 01-53-511.0C | 33.17 |

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| DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|---|----------------|-------------|
| <u>STREET DEPARTMENT EXPENDITURES</u> | | |
| FACTORY MOTOR PARTS CO (3087) CONTINUED ... | | |
| 33-1119321 CREDIT/RETURN OF CORE DEPOSIT/ORIGINAL INV. 33-1118836 | 01-53-511.0C | -154.00 |
| 33-1119323 CREDIT/RETURN OF BELT FOR T4/ ORIGINAL INV. 33-1118836 | 01-53-511.0C | -31.12 |
| H.R. STEWART, INC. (928) | | \$1,400.00 |
| 92155 TELEVISIONING OF STORM SEWER/COURTNEY LN | 01-53-638.01 | 1,400.00 |
| INTERSTATE ALL BATTERY CENTER (2547) | | \$214.90 |
| 1909701015721 BATTERY CHARGERS FOR SHOP | 01-53-511.0C | 214.90 |
| KANE SOLUTIONS LLC (3088) | | \$424.32 |
| 71216 DELL WORKSTATION FOR BACK-UP SERVER | 01-53-567.01 | 284.32 |
| 71216 INSTALLATION AND SET-UP OF NEW SERVER | 01-53-638.01 | 140.00 |
| NEWMAN TRAFFIC SIGNS (1508) | | \$43.96 |
| TI-0300298 STREET SIGNS | 01-53-513.01 | 43.96 |
| VERIZON WIRELESS (2787) | | \$199.13 |
| 687248174-00001 4/16-5/15/16 SERVICE/STREETS | 01-53-523.0C | 199.13 |
| WELCH BROS. BELVIDERE, INC. (2241) | | \$280.00 |
| 263106 RISER AND LID/STORM SEWER ON SECOND AVE. | 01-53-525.0C | 280.00 |
| TOTAL STREET DEPARTMENT EXPENDITURES | | \$12,097.40 |
| <u>PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES</u> | | |
| CHARTER COMMUNICATIONS (380) | | \$177.27 |
| 824511663000144 8/1-8/31/16 INTERNET SERVICES/PUBLIC WORKS | 01-54-526.03 | 89.98 |
| 824511663002179 8/16-9/15/16 INTERNET SERVICES/CITY HALL | 01-54-526.03 | 87.29 |
| CINTAS CORPORATION #355 (411) | | \$72.88 |
| 355263844 MATS/CITY HALL | 01-54-510.0C | 72.88 |
| COMED (438) | | \$20.06 |
| 2796543007 6/9-7/12/16 SERVICE/109 E. WASHINGTON | 01-54-526.03 | 20.06 |
| MENARD'S (1364) | | \$56.91 |
| 8008 LEAF RAKES | 01-54-593.0C | 56.91 |
| STEINER ELECTRIC COMPANY (2006) | | \$1,724.00 |
| S005378870.001 HYDRAULIC POLE SAW | 01-54-512.0C | 1,724.00 |
| TRI-COUNTY GARAGE DOOR (2110) | | \$1,726.00 |
| 9471 REPLACEMENT OF SERVICE DOOR BAY 2/ PUBLIC WORKS BUILDING | 01-54-510.0C | 1,726.00 |
| TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURE | | \$3,777.12 |
| <u>BUILDING DEPARTMENT EXPENDITURES</u> | | |
| FIRST NATIONAL BANK OF OMAHA (2575) | | \$50.00 |
| 598837 BACKBLAZE/MONTHLY COMPUTER BACK-UP SERVICE/ PUBLIC WORKS | 01-55-638.02 | 50.00 |
| HINCKLEY SPRINGS (2998) | | \$56.08 |
| 14457314 062516 WATER DELIVERY | 01-55-565.0C | 56.08 |
| KANE SOLUTIONS LLC (3088) | | \$424.32 |
| 71216 DELL WORKSTATION FOR BACK-UP SERVER | 01-55-594.0C | 284.32 |
| 71216 INSTALLATION AND SET-UP OF NEW SERVER | 01-55-638.02 | 140.00 |
| RUSS SHAFER (1905) | | \$525.00 |
| 5/2-7/14/16 15 ELECTRICAL INSPECTIONS | 01-55-638.0C | 525.00 |

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

| DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|--|----------------|------------|
| <u>BUILDING DEPARTMENT EXPENDITURES</u> | | |
| VERIZON WIRELESS (2787) | | \$153.00 |
| 687248174-00001 4/16-5/15/16 SERVICE/BUILDING DEPT | 01-55-523.0C | 153.00 |
| TOTAL BUILDING DEPARTMENT EXPENDITURES | | \$1,208.40 |

GENERAL CORPORATE FUND RECAP

| CODE | DESCRIPTION | AMOUNT |
|------|---|-----------|
| 51 | ADMINISTRATION DEPARTMENT | 15,015.37 |
| 52 | POLICE DEPARTMENT | 4,379.34 |
| 53 | STREET DEPARTMENT | 12,097.40 |
| 54 | PUBLIC GROUNDS, WORKS & BEAUTIFICATION | 3,777.12 |
| 55 | BUILDING DEPARTMENT | 1,208.40 |
| | TOTAL GENERAL CORPORATE FUND EXPENDITURES | 36,477.63 |

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MOTOR FUEL TAX FUND

CHECKS & DIR. DEBITS

| DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|---|----------------|------------|
| FIRST NATIONAL BANK OF OMAHA (2575) | | \$321.63 |
| 00042 SHERWIN WILLIAMS/STREET MARKING PAINT | 20-00-713.01 | 321.63 |
| THE SHERWIN-WILLIAMS CO. (2513) | | \$882.71 |
| 0163-8 STREET MARKING PAINT | 20-00-713.01 | 513.11 |
| 0560-5 STREET MARKING PAINT | 20-00-713.01 | 369.60 |
| TOTAL MOTOR FUEL TAX FUND EXPENDITURES | | \$1,204.34 |

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RETAINED PERSONNEL FUND

CHECKS & DIR. DEBITS

| DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|---|----------------|------------|
| <u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u> | | |
| GAMBLE ENTERPRISES INC. (3046) | | \$275.00 |
| 6359 MOWING OF SETTLERS COVE | 22-215-00C | 275.00 |
| HR GREEN, INC. (1945) | | \$8,313.00 |
| 1059677 5/14-6/17/16 ENGINEERING SERVICES/SETTLERS COVE PHOENIX EAGLE BUILDERS/86160155 | 22-215-00C | 2,327.25 |
| 105979 5/14-6/17/16 ENGINEERING SERVICES/WOODSTONE DEERPASS MEADOWS II BESINGER/86160154 | 22-215-00C | 3,382.50 |
| 105980 5/14-6/17/16 ENGINEERING SERVICES/WOODSTONE DEERPASS ESTATES VI/ 86160153 | 22-215-00C | 2,603.25 |
| SHAW SUBURBAN MEDIA GROUP (1907) | | \$82.60 |
| 1205286 LEGAL NOTICE/BROOKSIDE MEADOWS SECOND AMENDMENT TO ANNEXATION AGREEMENT PUBLIC NOTICE | 22-215-00C | 82.60 |
| TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES | | \$8,670.60 |

RETAINED PERSONNEL FUND RECAP

| CODE DESCRIPTION | AMOUNT |
|--|----------|
| PAYROLL AND MISCELLANEOUS | 8,670.60 |
| TOTAL RETAINED PERSONNEL FUND EXPENDITURES | 8,670.60 |

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WATER & SEWER FUND

CHECKS & DIR. DEBITS

| DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|---|----------------|------------|
| <u>WATER DEPARTMENT EXPENDITURES</u> | | |
| CINTAS CORPORATION #355 (411) | | \$131.12 |
| 355257889 UNIFORMS | 30-70-469.0C | 32.78 |
| 355260734 UNIFORMS | 30-70-469.0C | 32.78 |
| 355263570 UNIFORMS | 30-70-469.0C | 32.78 |
| 355266459 UNIFORMS | 30-70-469.0C | 32.78 |
| COMED (438) | | \$1,371.17 |
| 1017202024 5/17-6/16/16 SERVICE/501 NICOLE/WELL 8 | 30-70-526.0C | 1,177.63 |
| 2512078001 5/9-6/8/16 SERVICE/416 STEVENSON | 30-70-526.0C | 97.21 |
| 3279033030 5/17-6/16/16 SERVICE/0 BRIDEN DR | 30-70-526.0C | 50.08 |
| 3812080106 5/17-6/16/16 SERVICE/240 N. PROSPECT | 30-70-526.0C | 46.25 |
| CONSOLIDATED MATERIALS (2975) | | \$44.88 |
| 9218 STONE FOR BACKFILL | 30-70-565.02 | 44.88 |
| CONSTELLATION NEWENERGY, INC. (463) | | \$2,514.29 |
| 0033280700 5/17-6/15/16 SERVICE/840 GREENLEE | 30-70-526.0C | 857.23 |
| 0033289032 5/17-6/15/16 SERVICE/501 NICOLE DR/WELL #8 | 30-70-526.0C | 1,083.37 |
| 0033290705 5/17-6/15/16 SERVICE/105 LYNN DR/PUMP STATION | 30-70-526.0C | 573.69 |
| FEDEX (676) | | \$25.63 |
| 5-494-21348 MAILING OF ANNUAL CCR REPORT TO IEPA | 30-70-532.0C | 25.63 |
| FIRST NATIONAL BANK OF OMAHA (2575) | | \$63.70 |
| 623727 AMAZON.COM/BLUETOOTH/NETZER | 30-70-523.0C | 63.70 |
| HD SUPPLY WATERWORKS, LTD. (872) | | \$1,244.51 |
| F790089 HYDRANT WRENCHES | 30-70-593.0C | 362.65 |
| F838750 PIPE BAND FOR MAIN BREAK REPAIR/704 W. GRANT HWY | 30-70-565.02 | 81.36 |
| F842043 CLAMP FOR MAIN BREAK REPAIR /RT. 20 AND WEST ST. | 30-70-565.02 | 431.90 |
| F864919 PIPE FOR MAIN BREAK REPAIR/KEPPLER ST. & EISENHOWER ST. | 30-70-565.02 | 368.60 |
| KANE SOLUTIONS LLC (3088) | | \$212.15 |
| 71216 DELL WORKSTATION FOR BACK-UP SERVER | 30-70-565.01 | 142.15 |
| 71216 INSTALLATION AND SET-UP OF NEW SERVER | 30-70-638.01 | 70.00 |
| MCHENRY ANALYTICAL WATER LAB INC (1345) | | \$335.00 |
| 591039 MONTHLY MANAGEMENT FEE 7/1/16-6/30/17 | 30-70-638.0C | 290.00 |
| 591218 WATER SAMPLE TESTING | 30-70-638.0C | 45.00 |
| MIDWEST METER INC. (1400) | | \$643.57 |
| 0080083-IN METERS FOR STOCK | 30-70-565.02 | 643.57 |
| M E SIMPSON CO INC (1932) | | \$905.00 |
| 28803 LEAK DETECTION SERVICES/EISENHOWER & KEPPLER AND STONEGATE & THORNAPPLE | 30-70-635.0C | 905.00 |
| STARK SERVICE, INC. (2634) | | \$918.90 |
| 138249 SAND FOR STREET REPAIRS | 30-70-565.02 | 918.90 |
| VERIZON WIRELESS (2787) | | \$81.79 |
| 687248174-00001 4/16-5/15/16 SERVICE/WATER DEPT | 30-70-523.0C | 81.79 |
| TOTAL WATER DEPARTMENT EXPENDITURES | | \$8,491.71 |
| <u>SANITARY & WASTEWATER DEPARTMENT EXPENDITURES</u> | | |
| AT&T UVERSE (3018) | | \$64.00 |
| 144219884-9 6/13-7/12/16 INTERNET SERVICES/WWTP | 30-75-523.0C | 64.00 |
| CHEMSEARCH (388) | | \$170.93 |
| 2377822 GREASE FOR MICROSREENS | 30-75-565.0E | 170.93 |

CITY OF MARENGO

BOARD MEETING: 08/08/16

BILLS PAYABLE REPORT FOR AUGUST, 2016

PAGE: 8

WARRANT NO.: 1

WATER & SEWER FUND

CHECKS & DIR. DEBITS

| DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|--|----------------|-------------|
| <u>SANITARY & WASTEWATER DEPARTMENT EXPENDITURES</u> | | |
| CINTAS CORPORATION #355 (411) | | \$256.72 |
| 355257889 UNIFORMS | 30-75-469.00 | 64.18 |
| 355260734 UNIFORMS | 30-75-469.00 | 64.18 |
| 355263570 UNIFORMS | 30-75-469.00 | 64.18 |
| 355266459 UNIFORMS | 30-75-469.00 | 64.18 |
| COMED (438) | | \$152.65 |
| 0588136038 5/11-6/13/16 SERVICE/800 N. STATE/LIFT STATION | 30-75-526.00 | 152.65 |
| CONSTELLATION NEWENERGY, INC. (463) | | \$11,746.88 |
| 0033223497 5/11-6/12/16 SERVICE/1350 N. STATE/WWTP | 30-75-526.00 | 11,746.88 |
| FIRST NATIONAL BANK OF OMAHA (2575) | | \$1,994.38 |
| 246007 OFFICE DEPOT/WHITE BOARDS FOR WWTP | 30-75-565.01 | 119.98 |
| 411871 G & O THERMAL SUPPLY/PANES FOR BOILER/WWTP | 30-75-511.01 | 514.40 |
| 496086 SERVICE MASTER/CLEAN UP OF SEWER DAMAGE /734 JACKSON | 30-75-635.00 | 1,360.00 |
| HACH COMPANY (830) | | \$1,470.30 |
| 10036703 ORP PROBE FOR SAMPLE TESTING/WWTP | 30-75-511.02 | 1,470.30 |
| MCHENRY ANALYTICAL WATER LAB INC (1345) | | \$360.00 |
| 591217 LAB SAMPLE TESTING | 30-75-635.00 | 360.00 |
| MENARD'S (1364) | | \$164.81 |
| 8435 CHAIN AND TOOL BAG/WWTP | 30-75-593.00 | 56.98 |
| 8436 PVC PIPE, PVC ADAPTERS, TAPE, CLEANING SUPPLIES, CEMENT | 30-75-511.02 | 107.83 |
| MOTION INDUSTRIES INC. (1445) | | \$1,508.27 |
| IL36-624478 REPLACEMENT BEARING FOR OXIDATION DITCH | 30-75-511.02 | 1,508.27 |
| USA BLUE BOOK (2169) | | \$886.18 |
| 010621 2" SHREDDER PUMP/WWTP | 30-75-511.02 | 886.18 |
| VERIZON WIRELESS (2787) | | \$156.17 |
| 687248174-00001 4/16-5/15/16 SERVICE/WWTP | 30-75-523.00 | 156.17 |
| TOTAL SANITARY & WASTEWATER DEPARTMENT EXPENDITURES | | \$18,931.29 |

WATER & SEWER FUND RECAP

| CODE | DESCRIPTION | AMOUNT |
|------|---------------------------------------|-----------|
| 70 | WATER DEPARTMENT | 8,491.71 |
| 75 | SANITARY & WASTEWATER DEPARTMENT | 18,931.29 |
| | TOTAL WATER & SEWER FUND EXPENDITURES | 27,423.00 |

CITY OF MARENGO

BOARD MEETING: 08/08/16

BILLS PAYABLE REPORT FOR AUGUST, 2016

PAGE: 9

WARRANT NO.: 1

2014 WATER IMPROVEMENT BONDS FUND

CHECKS & DIR. DEBITS

| DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|---|----------------|------------|
| HR GREEN, INC. (1945) | | \$2,496.75 |
| 105978 5/14-6/17/16 ENGINEERING SERVICES/RETAINED PERSONNEL/RAILROAD & RITZ ROAD WATER MAIN EXTENSION/300 WEST ARNOLD/86160244 | 34-00-736.00 | 2,496.75 |
| TOTAL 2014 WATER IMPROVEMENT BONDS FUND EXPENDITURES | | \$2,496.75 |

CITY OF MARENGO

BOARD MEETING: 08/08/16

BILLS PAYABLE REPORT FOR AUGUST, 2016

PAGE: 10

WARRANT NO.: 1

SUMMARY ALL FUNDS

| BANK ACCOUNT | BANK | DESCRIPTION | AMOUNT |
|-----------------|------|---|--------------|
| 01-102-00C | 01 | GENERAL CORPORATE FUND-CASH IN BANK | 36,477.63 * |
| 20-102-00C | 20 | MOTOR FUEL TAX FUND-CASH IN BANK | 1,204.34 * |
| 22-102-00C | 22 | RETAINED PERSONNEL FUND-CASH IN BANK | 8,670.60 * |
| 30-102-00C | 30 | WATER & SEWER FUND-CASH IN BANK | 27,423.00 * |
| 34-102-00C | 34 | 2014 WATER IMPROVEMENT BONDS-CASH IN BANK | 2,496.75 * |
| TOTAL ALL FUNDS | | | 76,272.32 ** |

7a

MEMORANDUM

To: Mayor and City Council
From: Megan Lopez, Administrative Assistant
Date: August 8, 2016 Regular City Council Meeting
Re: Cancer Kids 5K

Cancer Kids 5K is hosting their annual 5K event on Saturday, September 17, 2016. Attached is their request, as well as the map and certificate of insurance.

This item is being placed under consent agenda for your consideration.

Cancer walk

Subject: Cancer walk

From: Cecily <cecilyb76@yahoo.com>

Date: 7/28/2016 6:16 PM

To: Megan Lopez <mlopez@cityofmarengo.com>

Good Morning,

CancerKids 5k would like permission from the city to host our Annual CancerKids 5K [on Saturday September 17th](#). Registration will begin [at 2:30](#) in the parking lot of Trio Grill. The run will begin [at 4pm](#) and should be finished before [6 pm](#). Most of our route is attached. We will need to block some of Franks Rd off during the run. Insurance for the run will be provided, I will send it in another email.

Thanks

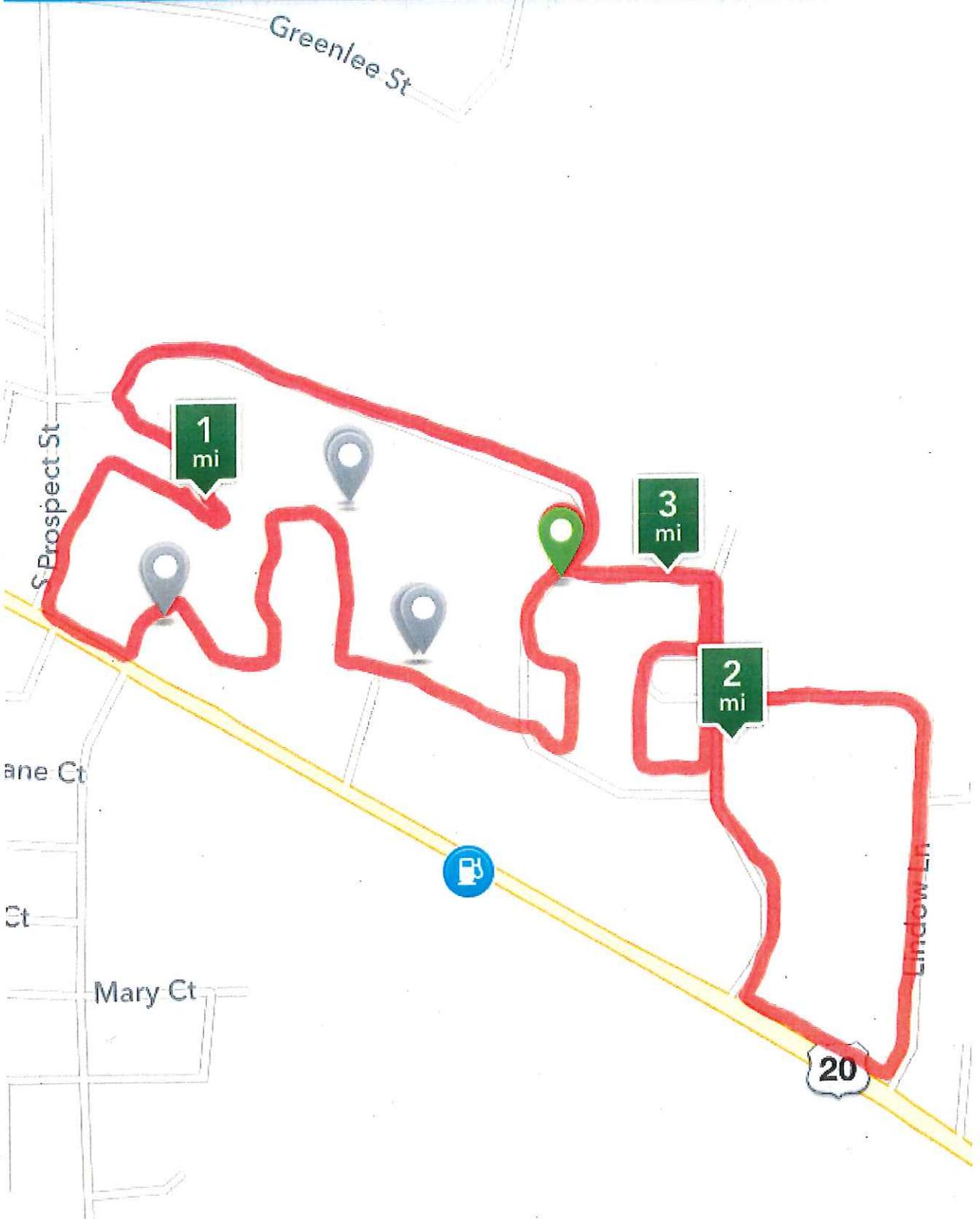
Cecily Heuser

[815-572-1313](tel:815-572-1313)

5E5E511D-5C80-423A-9B8A-50FB39FF76A5Sent from my iPhone

●●●○○ Sprint LTE 7:04 PM 29%

Done Thursday Walk



Re: Cancer walk

Subject: Re: Cancer walk

From: Cecily <cecilyb76@yahoo.com>

Date: 7/29/2016 9:08 AM

To: "mlopez@cityofmarengo.com" <mlopez@cityofmarengo.com>

Sorry about that. 90% of the route will be held on Marengo Community High School



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2016

| | | |
|--|---|---------------|
| PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| | INSURER A: Essex Insurance Company | 39020 |
| | INSURER B: | |
| | INSURER C: | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|------|-------|--|------------------|----------------------------------|-----------------------------------|--|--------------|
| LTR | INSRD | | | | | | |
| A | Y | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> Retail Liquor Liability | 3DS5450-M1878851 | 09/17/2016 | 09/18/2016 | EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE | \$ 1,000,000 |
| | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 1,000,000 |
| | | | | | | DEDUCTIBLE | \$ 1,000 |
| | | | | | | | \$ |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN EA ACC | \$ |
| | | | | | | AUTO ONLY: AGG | \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUTORY LIMITS | OTHER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
 Attendance: 100, Event Type: 5 K Run.

| | |
|---|--|
| CERTIFICATE HOLDER City of Marengo 132 Prairie St Marengo, IL 60152 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Will Maddux</i> |
|---|--|

Policy Number: 3DS5450-M1878851

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) |
|--|
| City of Marengo 132 Prairie St Marengo, IL 60152 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

#7b

AGENDA SUPPLEMENT

TO: Mayor and City Council

FROM: Joshua Blakemore, Assistant City Administrator

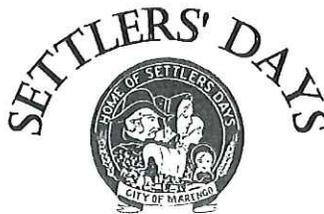
FOR: August 8, 2016 Regular City Council Meeting

RE: Approval of the Creation of a Retirement Fund

As was discussed at the last City Council meeting, staff is recommending creation of a Retirement Fund to help offset the cost of paying out sick time to employees upon retirement. Council informally gave approval of creating said fund. This matter is being put on the August 8th Consent Agenda for formal approval.

With the Council's approval, staff will create the Retirement Fund in the amount of \$29,000, paid for by a one-time draw from the fund balance of the General Fund. Whether or not to add additional money to the fund can be revisited when assembling the FY 17/18 Budget next year.

#7C



MARENGO, ILLINOIS

P.O. Box 42
Marengo, IL 60152

June 29, 2016

Mayor Donald Lockhart
Marengo City Council
132 East Prairie Street
Marengo, IL 60152

Re: Settlers' Days
October 7, 8 & 9, 2016

Dear Mr. Mayor and City Council Members:

The committee for Settlers' Days, Inc. is requesting approval for the closing of the following location described below:

Permission to close Route 23 from the Route 20 and 23 stoplight to Railroad Street on October 8 from 3:30 p.m. to 10:30 p.m., for Saturday Night on Main Street. The committee will put up the detour signs starting at 3:00 p.m., will lay them down at 11:00 p.m., and put them back up on Sunday morning for the parade and take them down after the parade.

Permission to close the entire City Parking Lot 2, located by the railroad tracks on Thursday, Friday, Saturday and Sunday, October 6, 7, 8 & 9. The carnival will need to start setting up at approximately 6:00 a.m., or earlier on Thursday morning, so we will need the lot closed on Wednesday evening at midnight as in the past. The carnival will be opening at 4:00 p.m. on Friday. Consequently the lot would not need to be completely closed until Friday afternoon. Food concessions for the weekend will be at the west end of the parking lot, access to water hook up will be necessary as in the past.

Permission to close Washington Street from Route 20 to Ann Street on Saturday, October 8, for the beer tent and band stage from 3:30 p.m. until 12:30 a.m..

Permission for street closures from 1:30 p.m. until 4:00 p.m. for the parade route beginning at Railroad Street to Route 23, then heading South to Washington, turning East on Washington to Prospect Street, where the parade ends at Prospect Street.

Mayor Donald Lockhart
June 29, 2016
Page Two

We would also like to ask the City Council at this time to waive the permit fee for the carnival since it is a fundraiser for Settlers' Days Inc. Also, please waive the fee for the liquor license background check.

Thank you in advance for your cooperation and support of Settlers' Days. If you should have any questions, please feel free to contact me at 815-790-4847.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben Broughton', written in a cursive style.

Ben Broughton
Chairman
Settlers' Days, Inc.

#86

MARENGO CEMETERY BOARD OF MANAGERS
MARENGO, ILLINOIS

Annual Report
May 1, 2015 to April 30, 2016

INCOME:

EXPENSES:

| | | | |
|----------------------------|---------------------|--------------------------------|--------------------|
| Lots Sold (8) | 3,800.00 | Payroll | \$25,721.75 |
| Perpetual Care Sold (8) | 1,000.00 | Administrative Expenses | 10,050.00 |
| Interest Income | 14,813.45 | Rent | 5,400.00 |
| Grave Opening Charges (20) | 13,375.00 | Equipment, Repairs, Gas, etc. | 6,112.98 |
| City of Marengo Taxes | 380.45 | Insurance & Bonds | 3,930.00 |
| Rents from Dwelling | 11,050.00 | Maintenance & Improvements | 6,279.00 |
| | | New Road (Capital Improvement) | 16,750.00 |
| | | Grave Openings (18) | 7,050.00 |
| | | Utilities | 2,588.01 |
| | | Lockbox | 65.00 |
| | | Office Supplies | 1,117.54 |
| | | Misc. | 150.00 |
| TOTAL INCOME: | \$ 44,418.90 | TOTAL EXPENSES: | \$85,214.28 |

SUBMITTED BY:

George A. Farnham

APPROVED BY:

J.P. Z...

Barbara A. Richelson

RECONCILIATION OF GENERAL ACCOUNT

| | | |
|------------|-------------------------------------|-------------|
| 05/01/2015 | Cash on Hand | \$21,905.16 |
| | Income | 44,418.90 |
| | Cash from CD's | |
| | A. 10/26/15 Prairie \$34,000.00 | |
| | B. 03/11/16 First Merit \$10,000.00 | |
| | | 44,000.00 |
| | Expenses | -85,214.28 |
| | Transfer to Perpetual Care | -5,000.00 |
| | Repurchase Lot & P/C | -450.00 |
| 04-30-16 | Cash on Hand | \$19,659.78 |

INVESTMENTS AS OF APRIL 30, 2016

GENERAL FUND ACCOUNT

| <u>NUMBER</u> | <u>AMOUNT</u> | <u>%</u> | <u>ISSUE</u> | <u>MATURITY</u> | <u>MATURITY VALUE</u> |
|---------------|---------------|----------|--------------|-----------------|-----------------------|
|---------------|---------------|----------|--------------|-----------------|-----------------------|

PRAIRIE COMMUNITY BANK CD's:

| | | | | | |
|------------|-----------|-----|------------|------------|-----------|
| 1) #773262 | \$ 71,000 | .08 | 10-26-2015 | 06-26-2016 | \$ 71,000 |
| 2) #764108 | \$ 40,000 | 1.0 | 04-27-2015 | 05-27-2017 | \$ 40,000 |
| 3) #773883 | \$ 75,000 | .08 | 03-11-2016 | 11-11-2016 | \$ 75,000 |

EDWARD JONES BONDS:

| | | | | | |
|---|----------|--------|--|--|-----------|
| 1) Kentucky Municipal Power: Due: 9-1-2028 Pays Interest March 1st & September 1st | \$20,000 | 5.96% | | | \$ 20,000 |
| 2) Montgomery County Kansas School District: Due 9-1-2033 Pays Interest March 1st & September 1st | \$5,000 | 6.16% | | | \$ 5,000 |
| 3) Dearborn Michigan School District: Due 5-1-2039 Pays Interest May 1st & November 1st | \$5,000 | 6.745% | | | \$ 5,000 |

TOTAL OF GENERAL FUND INVESTMENTS:

\$216,000

INVESTMENTS AS OF APRIL 30, 2016

PERPETUAL CARE ACCOUNT

| <u>NUMBER</u> | <u>AMOUNT</u> | <u>%</u> | <u>ISSUE</u> | <u>MATURITY</u> | <u>MATURITY VALUE</u> |
|--|---------------|----------|--------------|-----------------|-----------------------|
| <u>FIRST NATIONAL BANK CD:</u> | | | | | |
| 1) #1008336 | \$100,000 | 1.97 | 08-26-2011 | 05-26-2016 | \$ 100,000 |
| <u>PRAIRIE COMMUNITY BANK CD'S:</u> | | | | | |
| 1) # 753815 | \$5,000 | 1.0 | 06-12-2015 | 07-12-2017 | \$ 5,000 |
| 2) # 757314 | \$35,000 | .75 | 07-02-2014 | 03-02-2017 | \$35,000 |
| 3) # 773277 | \$15,000 | 1.0 | 10-26-2015 | 11-26-2017 | \$15,000 |
| <u>FIRST MERIT CD:</u> | | | | | |
| 1) #555200000514 | \$45,000 | .842 | 01-21-2015 | 01-21-2017 | \$45,000 |
| <u>BMO HARRIS CD:</u> | | | | | |
| 1) #6900357638 | \$100,000 | .35 | 04-12-2015 | 05-12-2016 | \$100,000 |
| <u>EDWARD JONES:</u> | | | | | |
| 1) ONEOK INC (AMBAC INSURED) | | | | | |
| Callable CD | \$20,000 | 6.5 | 09-29-1998 | 09-30-2028 | \$20,000 |
| 2) OKALOOSA COUNTY FLORIDA - BOND ISSUE | | | | | |
| Callable | \$20,000 | 6.14 | 01-27-2010 | 10-01-2034 | \$20,000 |
| <u>TOTAL PERPETUAL CARE INVESTMENTS:</u> | | | | | <u>\$340,000</u> |

SPECIAL INVESTMENTS AS OF APRIL 30, 2016

MARENGO WAR MEMORIAL FLAG FUND

& THOMAS REDPATH & CLINTON GROVER FLORAL FUND

| <u>NUMBER</u> | <u>AMOUNT</u> | <u>%</u> | <u>ISSUE</u> | <u>MATURITY</u> | <u>MATURITY VALUE</u> |
|---------------|---------------|----------|--------------|-----------------|-----------------------|
|---------------|---------------|----------|--------------|-----------------|-----------------------|

PRAIRIE COMMUNITY BANK CD:

| | | | | | |
|------------|---------|-----|------------|------------|------------|
| 1) #739758 | \$4,000 | .75 | 01-14-2015 | 09-14-2017 | \$4,000.00 |
|------------|---------|-----|------------|------------|------------|

\$4,000.00

RECONCILIATION OF PERPETUAL CARE ACCOUNT

| | | |
|--|---|-------------------|
| 05-01-2015 | Principal Investment as per Audit | \$ 235,000 |
| | New Investments | \$ 5,000 |
| | Transfer from General Account | \$ <u>100,000</u> |
| <u>PERPETUAL CARE FUNDS INVESTED 4-30-2016</u> | | <u>\$340,000</u> |
| 04-30-2015 | Un-invested Funds | \$3,965 |
| | Perpetual Care Income 5-1-15 thru 4-30-16 | \$1,000 |
| | Perpetual Care Repurchased | (\$ - 90.00) |
| | Perpetual Care New Investments | \$ 0.00 |
| 04-30-2016 | Un-invested Perpetual Care Funds | (\$ -125.00) |

COMPARATIVE FINANCIAL INFORMATION

| Year Ending | 4/30/2011 | 4/30/2012 | 4/30/2013 | 4/30/2014 | 4/30/2015 | 4/30/2016 |
|----------------------------|-------------|-------------|-------------|--------------|--------------|--------------|
| Income | | | | | | |
| Lots Sold | \$5,250.00 | \$4,125.00 | \$6,000.00 | \$1,875.00 | \$7,975.00 | \$3,800.00 |
| Perpetual Care Sold | \$1,750.00 | \$1,375.00 | \$2,000.00 | \$625.00 | \$2,125.00 | \$1,000.00 |
| Interest Income | \$18,436.59 | \$11,933.30 | \$11,942.76 | \$5,427.16 | \$1,683.93 | \$14,813.45 |
| Grave Opening Charges | \$21,000.00 | \$18,375.00 | \$13,450.00 | \$12,125.00 | \$12,000.00 | \$13,375.00 |
| City of Marengo Taxes | \$35,024.17 | \$37,741.80 | \$35,555.98 | \$29,402.98 | \$27,341.54 | \$380.45 |
| Rents | \$10,725.00 | \$9,075.00 | \$9,900.00 | \$9,900.00 | \$10,125.00 | \$11,050.00 |
| Miscellaneous | \$70.00 | \$0.00 | \$100.00 | \$0.00 | \$0.00 | \$0.00 |
| | \$92,255.76 | \$82,625.10 | \$78,948.74 | \$59,355.14 | \$61,250.47 | \$44,418.90 |
| Expenses | | | | | | |
| Payroll | \$27,444.49 | \$29,893.41 | \$25,226.53 | \$27,581.70 | \$25,215.76 | \$25,721.75 |
| Administrative Expenses | \$8,625.00 | \$8,950.00 | \$13,050.00 | \$14,400.00 | \$14,850.00 | \$10,050.00 |
| Rent | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5,400.00 |
| Mowers, Repairs, Gas, etc. | \$8,354.63 | \$9,778.19 | \$8,023.08 | \$18,445.59 | \$12,607.31 | \$6,112.98 |
| Insurance and Bonds | \$2,530.00 | \$2,713.00 | \$2,392.00 | \$3,701.00 | \$4,201.00 | \$3,930.00 |
| Maintenance & Improvements | \$8,568.08 | \$2,460.00 | \$4,100.56 | \$1,801.00 | \$3,473.13 | \$6,279.00 |
| Capitol Improvements | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$16,750.00 |
| Grave Openings | \$12,825.00 | \$10,625.00 | \$8,250.00 | \$6,675.00 | \$7,150.00 | \$7,050.00 |
| Utilities | \$3,053.95 | \$2,833.33 | \$2,378.01 | \$2,431.39 | \$2,308.93 | \$2,588.01 |
| Bank Fees | \$1,339.60 | \$102.00 | \$30.80 | \$65.00 | \$65.00 | \$65.00 |
| Office Supplies | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,117.54 |
| Other Cost | \$715.26 | \$1,241.21 | \$1,068.50 | \$1,295.70 | \$2,388.70 | \$150.00 |
| | \$73,456.01 | \$68,596.14 | \$64,519.48 | \$76,396.38 | \$72,259.83 | \$85,214.28 |
| Profit/Loss | \$18,799.75 | \$14,028.96 | \$14,429.26 | -\$17,041.24 | -\$11,009.36 | -\$40,795.38 |
| Investments | | | | | | |
| General Fund | \$370,000 | \$377,000 | \$390,000 | \$390,000 | \$360,000 | \$216,000 |
| Perpetual Care | \$231,000 | \$231,000 | \$234,000 | \$234,000 | \$235,000 | \$340,000 |
| Special Investments | \$4,000 | \$4,000 | \$4,000 | \$4,000 | \$4,000 | \$4,000 |

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#8c

TO: Mayor and City Council
FROM: Gary Boden, City Administrator
DATE: August 3, 2016
RE: Memorandum of Understanding for the Development of an Interchange at I-90 and State Route 23;

and an

Intergovernmental Agreement calling for McHenry County to Provide funding for the Completion of the Remainder of Phase I Engineering Services, and Phase II Engineering Services for the Development of an Interchange at I-90 and State Route 23.

These two actions will be brought forward to McHenry County's Transportation (August 17) and Finance Committees (August 25) for their recommendations of approval to the full County Board. The Board is scheduled to take up these actions during their September 6, 2016 meeting. These agreements have been reviewed by City staff and by staff from the County's Transportation Department and County's Administration Department.

The *MOU* describes the funding plan for the interchange's planning, design and construction. Namely it recognizes the Tollway Authority will pick up 50% of the ramp construction, all of the existing bridge replacement and 50% of the bridge expansion from 3 lanes to 5 lanes. It recognizes that the remaining 50% "Local Share" will be split evenly between the Illinois Department of Transportation and local sources, primarily McHenry County. As has been previously stated, the City of Marengo's planning, engineering construction cost exposure is what has been already spent in establishing a qualified sponsorship of the Interchange's development and the in-kind staff work that will be utilized in the land acquisitions necessary for the project.

Per the County's insistence, the Marengo staff assistance in land acquisition is noted as a requirement of the *MOU*. Similarly they are calling upon the City to aggressively engage in the marketing of industrial and appropriate commercial opportunities created by the presence of this interchange, and work upon private sector recapture agreements, when the opportunity arises, so that the County can recoup some or all of their investment in this project.

The *IGA* is next agreement between the City and the County to engage HR Green to complete the engineering work required by the Tollway Authority, *at the County's expense* (very similar to what was previously recognized in an earlier *IGA* between the County and the City for the "pre"-engineering work that has been done to date). This agreement calls for \$2.657 million in County expenditure that will be filtered through the City (as the local sponsoring agency for the project). If for anything else, this commitment will indicate that this project is being seriously advanced toward its final construction completion in 2019 or 2020.

**JANE ADDAMS MEMORIAL TOLLWAY (I-90)
ILLINOIS ROUTE 23 INTERCHANGE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE COUNTY OF McHENRY
AND
THE CITY OF MARENGO**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is entered into this _____ day of _____, 2016, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY", the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter referred to as the "DEPARTMENT", the COUNTY OF McHENRY, a body politic and corporate of the State of Illinois, acting by and through its McHENRY COUNTY DIVISION OF TRANSPORTATION (hereinafter referred to as the "COUNTY") and THE CITY OF MARENGO, a municipal corporation of the State of Illinois, hereinafter called the "CITY", individually referred to as "PARTY", and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, to facilitate the free flow of traffic and ensure the safety to the motoring public, recently approved a 15 year Capital Program, "Move Illinois; *The Illinois Tollway Driving the Future,*" which includes improvements to the Jane Addams Memorial Tollway (I-90) (hereinafter sometimes referred to as "Toll Highway"), including reconstructing and widening from the John F. Kennedy Expressway to Interstate 39. The contemplated improvements are substantially included in multiple ILLINOIS TOLLWAY construction contracts. This MOU shall serve as the basis for interagency cooperation in the construction of a permanent full access interchange at I-90 and Illinois Route 23 (hereinafter referred to as the "PROJECT") and will also serve as a basis for developing an Intergovernmental Agreement; and

WHEREAS, the ILLINOIS TOLLWAY adopted an Interchange and Roadway Cost Sharing Policy dated October 2012 (attached hereto and hereinafter referred to as the "POLICY"), which outlines a process by which new or expanded interchange access can be advanced, including several potential new access points within the limits of the I-90 PROJECT; and

WHEREAS, this MOU, for recording purposes shall be known as 2016-06, and has been prepared to outline the general understanding between the DEPARTMENT, the

COUNTY, the CITY and the ILLINOIS TOLLWAY with regard to the above referenced PROJECT; and

WHEREAS, the PROJECT is consistent with the ILLINOIS TOLLWAY'S POLICY and has support from the DEPARTMENT, the COUNTY, the CITY and the local municipalities. The PROJECT will provide additional access for existing and proposed development within the COUNTY and the CITY, providing transportation and economic benefits to all cost participating agencies; and

WHEREAS, the PROJECT will impact one (1) highway under the DEPARTMENT'S jurisdiction: Illinois Route 23, which is located within the CITY; and

WHEREAS, the CITY, in an effort to move the PROJECT forward, expedite and encourage development and maximize economic benefits to all cost participating agencies, will commit to aggressively market the interchange project and to work in conjunction with agencies such as the COUNTY, McHenry County Economic Development Corporation (MCEDC), local chambers of commerce and neighboring communities; and

WHEREAS, the PROJECT will impact one (1) highway under the COUNTY'S jurisdiction: Harmony Road (CH A49). The highway is located within the CITY; and

WHEREAS, the ILLINOIS TOLLWAY'S corridor-wide construction includes removal and replacement of the existing Illinois Route 23 Bridge over I-90 which is anticipated to start in 2017 and be complete the year prior to interchange construction; and

WHEREAS, the ILLINOIS TOLLWAY, the DEPARTMENT, the COUNTY and the CITY by this instrument, desire to outline their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed; and

WHEREAS, Phase I and Phase II Design Engineering, are proceeding based on two (2) distinct phases of construction. The separate scheduling could result in the construction of a full access interchange to be opened no sooner than 2018, with cost participation provided per the ILLINOIS TOLLWAY'S POLICY; and

WHEREAS, the TOLLWAY by virtue of its powers as set forth in the "Toll Highway Act," 605 ILCS 10/1 *et seq.* is authorized to enter into this MOU; and

WHEREAS, the DEPARTMENT by virtue of its powers as set forth in the "State Administration of Highway Act" 605 ILCS 5/4-101 *et seq.* is authorized to enter into this MOU; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code 55 ILCS 5/1-1001 *et seq.* is authorized to enter into this MOU; and

WHEREAS, the CITY by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this MOU;

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated into the MOU below, and the mutual covenants contained herein, the PARTIES hereto agree to the following summary of the responsibilities and participation of each PARTY in the implementation of the PROJECT.

I. PHASE A – RECONSTRUCTION OF THE ILLINOIS ROUTE 23 BRIDGE – SCOPE OF WORK

- A. The Illinois Route 23 over I-90 Bridge will be reconstructed and widened to incorporate future interchange requirements, providing a consistent future median for left turning maneuvers.
- B. Illinois Route 23 Road will be reconstructed wherever required by changes in the vertical profile elevation. A portion of Grossen Road near Illinois Route 23 will similarly be reconstructed.
- C. Widening and resurfacing of Illinois Route 23 as necessary to transition back to existing conditions, noting that future reconstruction is assumed during Phase B of the project.
- D. Acquisition of the necessary right of way to accommodate construction of the interchange, including requests for donation and dedication to reduce the costs of construction.

II. PHASE B – ADDITION OF NEW RAMPS TO AND FROM INTERSTATE 90 AND ASSOCIATED WORK - SCOPE OF WORK

- A. The westbound entrance ramp, eastbound exit ramp, eastbound entrance ramp, and westbound exit ramp will be constructed.
- B. Illinois Route 23 will be reconstructed or widened and resurfaced as required from approximately 2,100-feet south of I-90 to approximately 2,800-feet north of I-90 to accommodate future traffic demand at the new ramp intersections. A typical rural cross section made up of one lane in each direction separated by a median will be provided from the southern ramp intersection to Harmony Road.
- C. I-90 shoulders will be removed and replaced by ramps where necessary.
- D. Harmony Road will be widened at the Illinois Route 23 intersection.

- E. Property/easements may be required for drainage improvements that are related to the impacts of adding an interchange.

III. SCHEDULE

- A. Phase A – Bid Letting: Fall of 2016 with construction expected to be substantially complete by the end of 2017. To be let and funded by the Tollway.
- B. Phase B – Bid Letting: Dependent on full funding agreement, construction could start as early as 2018.

IV. ILLINOIS TOLLWAY, DEPARTMENT, COUNTY and CITY RESPONSIBILITIES

- A. The ILLINOIS TOLLWAY, the DEPARTMENT, the COUNTY and the CITY by this instrument, desire to outline their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed.
- B. The ILLINOIS TOLLWAY shall perform final design engineering and prepare the final plans and specifications for Phase A of the PROJECT. The CITY shall perform final design engineering and prepare the final plans and specifications for Phase B of the project.
- C. The CITY shall engage in efforts to secure donation of the appropriate real property interests necessary for the PROJECT by employing its Southern Subarea Comprehensive Plan, development and subdivision ordinances, and through negotiations with property owners by means of annexation, development and/or incentive agreements. Any property interests currently held by the CITY and necessary for the PROJECT shall be transferred to the ILLINOIS TOLLWAY in a form approved by the ILLINOIS TOLLWAY. Upon exhaustion of the CITY's efforts to secure dedication and donation of the necessary property interests, and to the extent that land acquisition by means of eminent domain becomes necessary, the Parties agree to collaborate and coordinate land acquisition efforts and to assess funding responsibilities related to land acquisition. The parties acknowledge that the estimated Project costs already take into account land acquisition costs. The Fair Cash Market Value of such interests, as determined by a professional appraisal, together with any ancillary costs of acquisition, shall be considered a PROJECT cost and credited to the COUNTY's and/or the CITY's overall PROJECT contribution. To advance the PROJECT and not delay any schedules, upon written request of the ILLINOIS TOLLWAY, the COUNTY and the CITY shall consent to, authorize and grant permission without reservation, and without the encumbrance of the permitting process, to the ILLINOIS

TOLLWAY or its contractor, the use and legal entry onto all real property owned by the COUNTY and the CITY and required for the PROJECT. In addition, the COUNTY and the CITY shall waive any contractor's surety bonding requirements. Approval shall not be unreasonably withheld by the CITY. Upon completion of the PROJECT, real property interests along Illinois Route 23 and Harmony Road, outside of ILLINOIS TOLLWAY access control, will be transferred to the DEPARTMENT or the COUNTY.

- D. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for and cause the Phase A of the PROJECT to be constructed in accordance with the PROJECT plans and specifications. Phase B construction will be dependent upon the final funding sources and arrangement.
- E. The ILLINOIS TOLLWAY shall continue to maintain I-90 in its entirety, including all access ramps and retain jurisdiction of the proposed Illinois Route 23 bridge structure. The maintenance responsibilities of the proposed ILLINOIS ROUTE 23 bridge structure shall remain the same as defined in Section V-General Provisions, Item 1 of the General Maintenance Agreement dated December 21, 1960.
- F. The ILLINOIS TOLLWAY, DEPARTMENT, COUNTY, and the CITY shall grant permission to the lead construction agency through its permitting process, the use and entry onto any existing rights of way that have been identified in the construction plans as needed to complete the PROJECT. Said permits shall be expedited without reservation or unreasonable delay.
- G. The agency responsible for design and construction of Phase B shall have the COUNTY participate in plan development and review of plan submittals by the consultant (at 60%, 90% and 100% levels and at advertised, addendum, and construction revision levels), including TS&L bridge plans and soil borings for the grade separation.
- H. The DEPARTMENT, COUNTY, and the CITY shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work that affects their respective systems.
- I. Additional costs towards the widening of the Illinois Route 23 bridge to accommodate a future interchange as part of Phase A of the project will be considered part of the interchange project for cost sharing purposes.
- J. The CITY shall lead and aggressively market the interchange to prospective commercial/industrial developers and in doing so shall work in conjunction with agencies such as the COUNTY, McHenry County Economic Development Corporation (MCEDC), local chambers of commerce and neighboring communities.

V. RIGHT OF WAY

- A. The CITY shall perform all survey work, prepare parcel plats, and establish legal descriptions necessary to acquire all new right-of-way interests for the construction and future operation of the PROJECT. Throughout the acquisition processes CITY will conduct their activities in accord with the ILLINOIS TOLLWAY's Policies and Procedures and in general keeping with the Federal Highway Administration Uniform Act § 710.201 & 710.203. The ILLINOIS TOLLWAY will serve as the lead agency for all right-of-way engineering and right-of-way acquisition necessary for the project. The right-of-way acquired to accommodate the State-owned portion of the proposed interchange improvements along ILLINOIS ROUTE 23 will ultimately be conveyed to the State of Illinois. The right-of-way acquired to accommodate the County-owned portion of the proposed interchange improvements along Harmony Road will ultimately be conveyed to the County of McHenry.

VI. INTERGOVERNMENTAL AGREEMENT

- A. The PARTIES shall enter into an Intergovernmental Agreement prepared by the ILLINOIS TOLLWAY based upon this executed MOU to further determine and establish their respective responsibilities toward engineering, right of way acquisition, utility relocation, construction, funding and maintenance of the PROJECT as proposed.

VII. FINANCIAL

- A. The ILLINOIS TOLLWAY shall be responsible for 100% of the cost of engineering, construction and construction engineering associated with the in-kind reconstruction of the Illinois Route 23 over I-90 Bridge as Phase A of the PROJECT, minus any cost participation towards widening the bridge for the interchange project.
- B. In accordance with the POLICY the ILLINOIS TOLLWAY shall be responsible for 50% of the incremental cost difference of additional work towards the future interchange as part of Phase A of the PROJECT and 50% of the cost of Phase B of the PROJECT. The remaining 50% (local share) shall be the responsibility of the COUNTY and the DEPARTMENT. The COUNTY's financial participation shall be funded by the RTA Sales Tax (Collar County Empowerment Fund) that is distributed to the McHenry County Division of Transportation.
- C. Funds expended by any of the PARTIES, including funds used for design engineering, land acquisition and construction necessary to complete a full access interchange shall be deemed as a credit toward the PROJECT. The expenditure of funds must be tracked and shared with the PARTIES prior to

reconciling the overall financial contribution of each PARTY. Any additional funding secured by the lead agency (ies) for improvements at the proposed interchange from other agencies not currently involved in the project or from developers adjacent to the proposed facility will be proportionally applied towards the total project costs of the improvement. Any additional right-of-way contributed to the project from any party of this MOU or from other agencies or private entities not currently involved in the project will be applied proportionately to the total project cost and will not be applied towards a specific agency's financial commitment.

- D. In recognition that the preliminary engineering process is being conducted in a manner such that the proposed interchange reconstruction will not be eligible for federal funds, any financial participation by parties entering into future Intergovernmental Agreements with the ILLINOIS TOLLWAY will utilize either State or local funds. Any private funds contributed to the project will need to be facilitated through sub-agreements between the private partner and the CITY. The cost of providing a full access interchange at INTERSTATE ROUTE 90 and ILLINOIS ROUTE 23 will be split 50/50 between the ILLINOIS TOLLWAY and the other agencies, which would include the DEPARTMENT, COUNTY and the CITY. Cashless ramp toll plazas will be placed on all ramps except for the eastbound I-90 entrance ramp. The DEPARTMENT's anticipated financial participation will be based on 50% of the cost of the project beyond the ILLINOIS TOLLWAY's share (25% of total project cost or 50% of the local share) for the payable construction items associated with the State-owned portion of the facility in accordance with Departmental Policies and Practices for financial participation in a new interchange construction in the ILLINOIS TOLLWAY system. The DEPARTMENT'S anticipated future financial participation is contingent upon the ability to program this financial participation in a future State Multi-Year Highway Improvement Program and will be subject to terms of a future Intergovernmental Agreement with the CITY acting as lead agency.
- E. The CITY and COUNTY agree to formulate and incorporate into the Intergovernmental Agreement a recapture provision for the benefit of the COUNTY.

IN WITNESS THEREOF, the PARTIES have caused this instrument to be duly executed on the day and year first written above.

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Randall S. Blankenhorn
Secretary

THE COUNTY OF MCHENRY

By: _____ Date: _____
Joseph Gottemoller
Chairman
McHenry County Board

THE CITY OF MARENGO

By: _____ Date: _____
Mayor, Donald Lockhart

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Greg M. Bedalov, Executive Director

Approved as to Form and Constitutionality

Robert T. Lane, Senior Assistant Attorney General, State of Illinois

#8d

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MARENGO AND THE COUNTY OF MCHENRY
FOR PROFESSIONAL ENGINEERING SERVICES
INTERSTATE 90 AT ILLINOIS ROUTE 23 FULL INTERCHANGE**

This Agreement is entered into this _____ day of _____, 2016, by and between the City of Marengo, a municipal corporation of the State of Illinois (hereinafter "CITY") and the County of McHenry, a body corporate and politic of the State of Illinois (hereinafter "COUNTY"). The CITY and COUNTY are collectively sometimes referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the Illinois State Toll Highway Authority (hereinafter "ILLINOIS TOLLWAY"), the Illinois Department of Transportation (hereinafter "DEPARTMENT"), and the PARTIES, in order to facilitate the free flow of traffic and ensure safety to the motoring public, and provide economic development opportunities and job creation for McHenry County along the Illinois State Route 23 (IL 23) corridor and adjacent areas, desire to improve the I-90 (Jane Addams Memorial Tollway), hereinafter sometimes referred to also as "Tollway", by constructing a complete full interchange with IL 23 hereinafter referred to as the "PROJECT"; and

WHEREAS, COUNTY and CITY have previously shown their commitment to the PROJECT by entering into an Agreement for a Feasibility Study on March 6, 2015, which said agreement stipulated that costs not-to-exceed (\$290,000) Two Hundred Ninety Thousand Dollars for Feasibility Study for the PROJECT; and

WHEREAS, the CITY has previously shown their commitment to the PROJECT by entering into an agreement for Preliminary Engineering and Planning which said agreement stipulated that costs not-to-exceed Three Hundred Thousand Dollars (\$300,000) for Preliminary Engineering and Planning for the PROJECT; and

WHEREAS, in order to keep the PROJECT moving forward in a timely manner for scheduling, funding, and construction purposes, a Phase I/II Design Engineering Services Agreement is now necessary and required among the CITY and COUNTY; and

WHEREAS, Phase I/II Design Engineering Services provide for completing the Preliminary, Pre-final, and Final Construction Plan Development Phases for the PROJECT; and

WHEREAS, an Intergovernmental Agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Corporate Act 5, ILCS 220/1 *et seq.*; and

WHEREAS, COUNTY by virtue of the authority as set forth in the County Code (55 ILCS 5/1-1001 *et seq.*), and CITY by virtue of the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1/1 *et seq.*) are authorized to enter into this Agreement; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES mutually covenant, agree, and bind themselves as follows:

I. INCORPORATION

- A. The PARTIES acknowledge and agree that the preambles as set forth hereinabove are incorporated into and made a part of this Agreement.

II. ENGINEERING SERVICES AGREEMENT

The PARTIES agree to have Phase I/II Design Engineering Services performed for the PROJECT subject to the following:

- A. Utilizing the CITY as the lead agency for purpose of this Agreement, the PARTIES agree to retain the services of a qualified professional engineering firm, licensed to do business in the State of Illinois (Hereinafter the "PROJECT ENGINEER") to provide engineering services for the PROJECT.
- B. The professional engineering tasks to be performed in the Phase I/II Design Engineering Services will be provided by the firm of HR Green, Inc., 420 N. Front Street, McHenry, IL 60050, hereinafter referred to as the "PROJECT ENGINEER".
- C. COUNTY will obtain the necessary legal and procedural authorizations from their corporate authorities to participate in this Agreement for contractual and funding purposes.
- D. The CITY agrees to have the Phase I/II Engineering Design Services Agreement with the PROJECT ENGINEER, which is attached hereto as Exhibit A, reviewed and approved by ILLINOIS TOLLWAY prior to entering into the Agreement with the PROJECT ENGINEER. Upon approval thereof by ILLINOIS TOLLWAY, the CITY will then enter into the Professional Engineering Services Agreement with the PROJECT ENGINEER to provide for the PROJECT the scope of services identified in Exhibit A.
- E. The cost of the Phase I/II Design Engineering Services will not exceed Two Million Six Hundred Fifty Seven Thousand Four Hundred Nine Dollars and 91/100 (\$2,657,409.91).
- F. The CITY agrees to have the PROJECT ENGINEER perform the Phase I/II Design Engineering and associate services as stated in Exhibit A subject to reimbursement by COUNTY.
- G. The CITY shall provide copies of all Phase I/II Design and Engineering studies and reports to COUNTY within fourteen (14) days of receipt for input and recommendations. All recommendations will not be unreasonably withheld and must be submitted to the CITY within fourteen (14) calendar days of receiving them. After receipt of input and recommendations from COUNTY, the CITY shall submit the input and recommendations and all Phase I/II Design Engineering reports and studies to ILLINOIS TOLLWAY and DEPARTMENT for approval.

- H. All PARTIES will send a letter to the CITY indicating their comments, input, and recommendations regarding the Phase I/II Design Engineering studies and reports.

III. ENGINEERING AGREEMENT INVOICES

The PARTIES agree that all invoices for Phase I/II Design Engineering Services shall be paid as follows:

- A. The CITY will pay the invoices received from the PROJECT ENGINEER pursuant to the scope of services and compensation schedule outlined in Exhibit A
- B. On a monthly basis, the CITY will invoice the COUNTY for Phase I/II Design Engineering Services received from the PROJECT ENGINEER. Monthly project updates will be included and show progress of the Phase I/II Design Engineering for the PROJECT and all fees expended to date. Payment shall be due from COUNTY to CITY fourteen (14) calendar days from the invoice date.
- C. It is understood by the PARTIES that any funds paid by the CITY and COUNTY will be deducted from their respective proportionate shares specified in the final Intergovernmental Agreement with all PARTIES for the entire cost of all engineering and construction of the PROJECT, not-to-exceed the maximum cost of \$2,657,409.91

IV. RENEWALS

- A. The PARTIES are committed to fulfilling the financial and contractual agreements and commitments until all work elements described in Section I are completed, not-to-exceed the maximum cost of \$2,657,409.91 for Phase I/II Engineering Design Services.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

CITY OF MARENGO

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

MCHENRY COUNTY

By: _____
Chairman, McHenry County Board

Date: _____

Attest: _____
McHenry County Clerk

Attachments: Exhibit A – Engineering Design Services Agreement



PROFESSIONAL SERVICES AGREEMENT

For

CONCEPTUAL DESIGN PHASE I AND PHASE II DESIGN SERVICES

**Illinois Route 23 at Jane Addams Memorial Tollway (I-90)
Full Interchange**

Mr. Donald Lockhart, Mayor
City of Marengo
132 East Prairie Street
Marengo, IL 60152
Phone: 815.568.7112

Prepared by:
Mr. Jeff L. Pisha, PE, PTOE, Project Manager

Reviewed by:
Mr. Timothy J. Hartnett, Principal/Vice President

HR Green Job Number: 88160197

May 17, 2016
Revised August 3, 2016

HRGreen.com

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

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- 2.0 SCOPE OF CONCEPTUAL DESIGN PHASE I (30% DESIGN SERVICES)
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- 8.0 PROFESSIONAL SERVICES FEE
- 9.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between the CITY OF MARENGO, ILLINOIS (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT has been pursuing an interchange at Illinois Route 23 (IL 23) and Jane Addams Memorial Tollway (I-90) to provide economic growth and job creations for McHenry County and the region.

A preliminary coordination meeting was held with the Illinois Tollway (Tollway) in early April 2013. At this meeting the representatives from the Tollway indicated that a future interchange could be accommodated at I-90 and IL 23 and described the general process and requirements.

The first step was for CLIENT to establish contiguity with I-90. The CLIENT has annexed property to establish contiguity with I-90 and therefore can formally sponsor the development of an interchange at I-90 and IL 23.

The second step required in determining if an interchange could be accommodated was to establish future traffic forecasts and establish conceptual typical roadway sections necessary to accommodate the traffic forecasts. In 2013 and 2014, traffic forecasts were developed by COMPANY and approved by the Illinois Department of Transportation (IDOT), the Tollway, and the Chicago Metropolitan Agency for Planning (CMAP). Based on the approved traffic forecast, the Tollway agreed that an interchange at this location is feasible and recommended that CLIENT prepare an Interchange Feasibility Study.

In 2015, an Interchange Feasibility Study for a full interchange was prepared by COMPANY and submitted in 2016 to the Tollway, IDOT, the McHenry County Division of Transportation (MCDOT), and the CLIENT for review and comment.

This agreement governs COMPANY's scope of work for Conceptual Design Phase I (30% design services) which includes the development of a Concept Design Report that focuses on the preferred interchange configuration as identified in the aforementioned Interchange Feasibility Study and for Phase II Design Services which includes development of construction contract documents.

COMPANY is the prime consultant providing the Conceptual Design Phase I and Phase II Engineering Services to CLIENT for the construction of an interchange and, as such, all services will be provided through COMPANY. Sections 2 and 3 are narrated accordingly, though certain tasks may be performed by another or multiple members of the consultant team. The consultant team includes COMPANY, Strand Associates and McCleary Engineering. Section 6 provides a listing of responsibilities for each.

1.2 Assumptions

It is assumed that no federal funds will be used for the engineering and construction of this project and this project will be let by the Tollway; therefore the scope of services has been developed in accordance with the latest edition of the Tollway Design Section Engineer's Manual. It is also assumed that the bridge structure carrying IL 23 over I-90 to accommodate a full interchange will be designed by the Tollway; no structural bridge

tasks are included in this agreement (project limits along IL 23 exclude section between bridge approach slabs).

1.3 Design Criteria

1. Tollway Roadway Design Criteria Manual;
2. Tollway Design Section Engineer's Manual;
3. Tollway Roadway Traffic Control and Communications Manual;
4. Tollway INVEST Project Development Manual;
5. Tollway Drainage Design Manual;
6. Tollway Environmental Studies Manual;
7. Tollway Erosion and Sediment Control Landscape Design Criteria
8. IDOT Bureau of Design and Environmental Manual;
9. IDOT Bureau of Local Roads Manual;
10. IDOT Drainage Manual;
11. IDOT Bridge Manual;
12. IDOT District 1 Sign Manual;
13. Manual on Uniform Traffic Control Devices;
14. McHenry County Storm Water Management Ordinance;
15. Standard Specifications for Water & Sewer Construction in Illinois; and
16. City of Marengo Ordinance.

2.0 **Scope of Conceptual Design Phase I (30% Design Services)**

2.1 General Description

The scope for the Conceptual Design Phase I addresses design services for a full interchange at the intersection of IL 23 and I-90. The basis for the design development will be the Interchange Feasibility Study prepared by COMPANY, dated March 30, 2016. Input from the various project stakeholders will also be incorporated to the extent practicable. Stakeholders include the following: the Tollway, IDOT, MCDOT, CLIENT, Riley Township, affected utility agencies, natural resource agencies, adjacent landowners, and area residents.

The initial stage of the project will include the development of a Concept Design Report that focuses on the preferred interchange configuration as identified in the aforementioned Interchange Feasibility Study.

This overall project includes a new full access interchange at IL 23 and I-90 with associated improvements along IL 23 and I-90. The project includes reconstruction of IL 23 from a two-lane highway to a three-lane highway, new interchange ramps, all electronic tolling plazas, reconstruction of the IL 23/Harmony Road intersection, coordination with utility agencies having facilities in the project vicinity, drainage requirements for the interchange, natural resource preservation, and right-of-way acquisition documents.

Services to be provided as part of Conceptual Design Phase shall include the Concept Design Report submittal, together with preparation of utility documents in accordance with the requirements of the latest edition of the Tollway's Design Section Engineer's Manual, and herein specified. The design criteria and policies, Standard Specifications, materials and construction requirements of the Tollway shall apply to all portions of the improvement under Tollway jurisdiction. The design criteria and policies, materials and construction requirements of IDOT and MCDOT shall apply outside of the Tollway's right-of-way as appropriate.

More specifically, the CLIENT agrees to employ COMPANY to perform the following services associated with the Conceptual Design Phase I.

2.2 Data Collection and Review

2.2.1 COMPANY will gather and review available materials. These materials include, but are not limited to, previous survey data, paper and electronic design files, and utility information, as well as existing and proposed plans concerning the various roadways throughout the project corridor.

2.2.2 COMPANY will conduct site visits throughout the duration of the project to better understand existing field conditions and potential impacts of the proposed improvements. Three site visits have been included as part of the Conceptual Design Phase.

2.3 Survey Services

2.3.1 Right-of-Way Survey

COMPANY will recover existing right-of-way evidence for approximately 4,900 feet of IL 23, 2,000 feet of Harmony Road, 5,900 feet of I-90, 200 feet of Cook Creek Road, and part of Grossen Road. COMPANY will calculate the existing right-of-way as shown on the provided right-of-way documents to include on the base map.

2.3.2 Roadway Topographic Survey

A. Roadway and Field Survey will include the area lying within the proposed right-of-way and extending 100 feet beyond for approximately 4,900 feet of IL 23, 2,000 feet of Harmony Road, and 5,900 feet of I-90. Survey will include 200 feet of Coon Creek Road, part of Grossen Road, and approximately 60 acres of farm field included in the proposed right-of-way. Survey cross sections will be surveyed at approximate 50' intervals. Survey will include existing visible features and improvements along the project extents, including bridge deck, headwalls, wingwalls, low chord and parapet wall or railings/guardrail. Existing utilities will be surveyed from visible flags or markings. Storm, sanitary sewer and watermain structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes. Survey will reference existing Tollway control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011). Elevations will be based upon NAVD88 or local Tollway benchmarks.

B. 3D laser scanning of the Tollway lanes is included if not available from the Tollway.

C. It is assumed that the Tollway will provide necessary traffic control for the shoulder closure 9:00 am to 3:00 pm for 2 to 3 days.

2.3.3 Tree Survey

COMPANY will locate existing trees greater than six (6) inches in diameter within the project limits. Tree size and type (coniferous or deciduous) will be referenced within the topographic base map.

2.3.4 Site Topography Base Map

COMPANY will generate a MicroStation drawing of the existing features collected along the roadway according to Tollway standards. 1' contours will be generated with the elevations referenced to NAVD88 (U.S. Survey Feet). COMPANY will provide a MicroStation drawing with existing features and improvements within the project limits to be shown. Topographic Survey base map will show tags to existing visible utilities and features.

2.3.5 Stream Survey – Coon Creek

Coon Creek survey will include floodplain cross sections at face of structures and at 150 feet, 500 feet and 1,000 feet upstream and downstream. Cross sections will extend approximately 150 feet right and left of the creek. Photos will be taken at each cross section and bridge face. Creek thalweg elevations will also be surveyed at 100' intervals to 1,000 feet upstream/downstream of the culvert face. Low entry elevations on structures upstream and in the floodplain will be taken although it appears that there are no impacted structures.

2.4 Geotechnical Investigations

Geotechnical services will be performed during the Conceptual Design Phase and include the following:

2.4.1 Field Investigation

A. 35 Ramp Borings

1. 27 – 10' deep roadway borings
2. 4 – 20' deep embankment borings
3. 4 – 15' deep embankment borings

B. 16 Borings on IL 23

1. 9 – 10' deep roadway borings
2. 2 – 40' deep embankment borings
3. 3 – 30' deep embankment borings
4. 2 – 15' deep embankment borings

C. 6 – 10' deep roadway borings on Harmony Road

D. 6 – 30' deep borings for three (3) toll plazas (these may be eliminated if an embankment boring is in the same location)

E. 1 – 10' deep roadway boring on Grossen Road

F. 1 – 10' deep roadway boring on Coon Creek Road

2.4.2 Laboratory Testing

- A. 35 – Grain size analysis tests
- B. 35 – Atterberg limits tests
- C. 4 – Standard proctor tests
- D. 2 – CU Triaxial Tests
- E. 2 – Consolidation Tests

2.4.3 Roadway Geotechnical Report

- A. In accordance with the IDOT Geotechnical Manual, December 2015 to include:
 - 1. Slope stability and settlement analyses for high embankment areas.
 - 2. Delineation of problematic, weak, wet and/or organic soils on a soil profile.
 - 3. Recommendations for remedial actions.
 - 4. Construction concerns.

2.5 Pavement Design

Pavement designs, following IDOT requirements for IL 23 and the Tollway requirements for I-90 and the proposed ramps, will be developed.

2.6 Concept Design Report

As part of the Interchange Feasibility Study, design criteria and preliminary geometry have been established. COMPANY will obtain concurrence from the Tollway, IDOT, and MCDOT on the design criteria used and will make necessary adjustments to the horizontal and vertical alignments based on changes in criteria, standards, or review comments. COMPANY will prepare a Concept Design Report for the preferred interchange type as identified in the Interchange Feasibility Study. The following will be provided as part of the Design Concept Report and each section listed below will be reviewed prior to report development:

2.6.1 Roadway/Interchange Design

A. Intersection/Interchange Design Studies

Building upon what was completed in the Interchange Feasibility Study (i.e. traffic signal warrant analysis, projected year 2040 traffic volumes, capacity analysis, preliminary intersection geometrics), COMPANY will prepare intersection design study exhibits for up to three (3) locations: IL 23 and Harmony Road, the ramp intersection with IL 23 north of I-90, and the ramp intersection with IL 23 south of I-90. The intersection design study exhibits will depict the proposed intersection geometry, capacity analysis results and general design considerations using the standard IDOT District One format and requirements. It has been assumed that each intersection will be designed as a roundabout. Autoturn simulations of design vehicle turning movements will be included. In addition to the above, gore and terminal details for the IL 23 ramp junctions is included.

- B. Summary of updated design criteria.
- C. Typical sections of the existing and proposed roadway.
- D. Plan and profiles (30%) (1" = 50').
 - 1. Horizontal geometry with basic alignment information.
 - 2. Vertical geometry with basic profile information.
- E. Establishment/verification of right-of-way.
- F. Design Concept cross sections every 50'.
- G. Statement of existing pavement and roadside conditions including drainage facilities.

2.6.2 Maintenance of Traffic Plan (1" = 50')

COMPANY will develop a schematic Maintenance of Traffic (MOT) plan for IL 23 and I-90. The following will be provided as part of this task:

- A. Major stages of construction, stage duration and overall duration.
- B. The number and width of lanes to be provided.
- C. The location of transitions and corresponding schedules.
- D. Applicable Work Zone Speed Limit Form for each stage of construction according to the Work Zone Speed Limit process outlined in the Tollway's Roadway Traffic Control and Communications Manual.
- E. MOT typical sections for each stage of construction.

2.6.3 Pavement Marking and Signing Plan (1" = 50')

COMPANY will develop pavement marking and signing plans (30%) in accordance with the latest edition of the Tollway Signing and Pavement Markings Guidelines and IDOT's latest guidelines. The following will be provided as part of this task:

- A. Location of existing and proposed signs, with message, type of support and approximate location.
- B. Signing plans will be prepared on an aerial at a scale of 1" = 50'.
- C. Proposed pavement markings will be displayed on the Plan and Profile sheets.

2.6.4 Roadway Lighting (1" = 50')

- A. A concept lighting design will be provided for the following locations:
 - 1. Four (4) ramps at proposed I-90 and IL 23 interchange (including plaza approaches and departures);
 - 2. IL 23 Intersection with WB on and off-ramps and transition;
 - 3. IL 23 Intersection with EB on and off-ramps and transition;
 - 4. IL 23 Roadway from EB ramps to Harmony Road; and
 - 5. Harmony Road / IL 23 intersection and transition.

- B. The following items will be performed/provided as they apply to the concept lighting design:
1. Utility Communication
 2. Agency Communication
 3. Photometric calculations for IDOT Review
 4. Photometric calculations for Tollway Review
 5. Design Summary
 - a. Proposed layout of light standards
 - b. Recommended spacing and distribution type
 - c. Locations of control consoles and electric services
 - d. Statement addressing interface with existing systems and a need, if any, for temporary lighting

2.6.5 Roadway Safety

The following will be provided as part of this task:

- A. Statement of need for guardrail rehabilitation, upgrading, and modernization in accordance with the latest edition of the Tollway's Traffic Barrier Guidelines for the new ramps and I-90 (this does not include IL 23 or Harmony Road).

2.6.6 All Electronic Tolling Plazas

According to a report titled "Preliminary Revenue Estimates for the Proposed I-90/IL 23" prepared by the Tollway, all electronic tolling plazas are anticipated on the westbound on and off-ramps and on the eastbound off-ramp. No toll plaza is planned for the eastbound on-ramp. As part of the Conceptual Design Phase the following will be provided:

- A. Attend the following planning meetings with the Tollway and prepare accompanying exhibits:
1. Plaza Planning Meeting (Assume one (1) meeting)
 2. ITS Planning Meeting (Assume one (1) meeting)
- B. A backbone fiber optic analysis to determine the required relocations and improvements needed to be made to the system to accommodate the new interchange.
- C. Communication with ComEd to determine power requirements for the new ramp plazas and ITS devices. Also identify all other utility locations within the project limits.
- D. Verify and finalize the ramp toll plaza locations on the westbound on and off-ramps and on the eastbound off-ramp at the I-90 and IL 23 interchange. A ramp toll plaza for the eastbound on-ramp is not included in this scope. Location of all ITS devices will also be provided.

- E. Provide concept drawings and a memorandum discussing the results of the concept analysis and providing recommendations for the all electronic tolling plazas and the ITS devices.

2.6.7 Utility Interferences and Utility Services

- A. Provide a list of anticipated new utilities and services.
- B. Identify utility impacts and provide an assessment of their project costs.

2.6.8 Sustainability

As part of this task COMPANY will submit the Project INVEST Tracking FORM and a Project INVEST Score in accordance with the latest edition of the Tollway's INVEST Manual. It is assumed that a Conceptual Planning Sustainability Workshop will not be required and therefore is not included in this contract.

2.6.9 Environmental Studies

A. General Approach

This scope of services under this task pertains to the environmental evaluation and documentation and will follow Tollway protocols. An Environmental Studies Inventory Sheet (ESIS) Part I and Part II, conforming to the Tollway Environmental Studies Manual will be prepared for project documentation.

The environmental review includes the consideration of the following, and where the resource is present, additional evaluation will be conducted:

1. Agricultural;
2. Cultural;
3. Waters of the US (WOUS) / Wetlands;
4. Natural Resources / Biological Resources;
5. Vegetative Assessment;
6. Streams, Lakes and Waterways;
7. Traffic Noise Analysis;
8. Air Quality Analysis;
9. Special Waste Evaluation;
10. Building upon the environmental screening that was conducted as part of the Interchange Feasibility Study the environmental approach will generally be conducted in the following steps and will vary depending on the presence of the resource and the potential for impacts if present;
11. Review databases;
12. Field reviews and assessments;
13. Submit data requests (Illinois Historic Preservation Agency (IHPA) and Illinois Department of Natural Resources (IDNR) as necessary);
14. Inventory and map resources;

15. Evaluate impacts (avoid and minimize);
16. Coordinate with resource agencies as necessary;
17. Determine need for permits;
18. Document environmental evaluation and results;
19. ESIS Part I;
20. ESIS Part II;
21. Wetland Delineation Report/Memo; and
22. Traffic Noise Analysis Report.

B. Environmental Studies and Reports

COMPANY will develop the ESIS Part I and Part II documentation. The ESIS Part I will be prepared early in the design process (i.e. 30% design plans). The ESIS Part II will be prepared after the design has been further developed (i.e. 60% design plans) and then updated based on the final design (i.e. 95% design plans).

C. Agricultural

The dominant land use in the project area is agricultural. The potential agricultural impacts will be identified and coordinated with the Tollway to determine if coordination with the Illinois Department of Agriculture is necessary. This may include the quantification of impacts to agricultural resources including prime farmland and farmland of statewide importance.

D. Cultural

It is anticipated that right-of-way acquisition will be required to implement the proposed improvement. Documentation, including a photo-log will be prepared for coordination with the IHPA. Historic resources such as historic buildings or archaeological resources will be evaluated with the IHPA to determine if additional investigation is required. Based on review of the IHPA database, there are no historic buildings or districts in the area. This scope of services does not anticipate the need for an archaeological survey.

E. WOUS / Wetlands

COMPANY will conduct the wetland assessment for the project area. Based on review of the NWI maps and the McHenry County ADID maps, WOUS are present in the area, but will potentially be avoided. The delineation will be documented in the wetland technical report (or memo). Additionally, coordination with the US Army Corps of Engineers (USACE) will be initiated for purposes of conducting the jurisdictional determination (JD).

The JD Form will be completed and submitted to the USACE through the Tollway. This effort will engage the USACE to determine which, if any, of the WOUS will be under the USACE jurisdiction. Isolated wetlands will be under the jurisdiction of the Illinois Department of Natural Resources (IDNR) through the Interagency Wetland Policy Act (IWPA) based on the anticipation that state funding will be used. Additionally, isolated wetland impacts will be

reviewed and coordinated with the McHenry County Stormwater Management (see Phase II scope).

F. Natural Resources / Biological Resources

Natural and biological resources will be investigated within the study area. As part of the WOUS survey, potential high quality habitats will be evaluated. Coordination with the IDNR will be initiated with the submittal of the EcoCAT consultation process. The results of the EcoCAT assessment will be presented in the ESIS.

Additionally, the presence of bat habitat will be conducted as part of this subtask and conducted in conjunction with the vegetation assessment. If sensitive species or habitat are located during the evaluation process, or identified by the IDNR, a memorandum will be prepared. It is anticipated that the programmatic Section 7 coordination for the Northern-long Eared Bat (NLEB) will be referenced.

G. Vegetative Assessment

A vegetation assessment (tree survey) will be conducted for the project for areas with the proposed right-of-way or potential easements in accordance with the Tollway Preservation, Removal and Replacement of Trees. Depending on the tree density in the areas along IL 23, the tree survey may be conducted using transects.

The tree survey will assess type and size of the trees within the project limits. Impacts will be assessed based on the proposed geometry. A summary tree report will be prepared to document the potential impacts. This will include all trees planted for landscaping, environmental mitigation, or habitat preservation enhancement purposes with a diameter breast height (DBH) of four inches or greater as well as volunteer trees of 6" in DBH or greater. Trees will similarly be evaluated to determine their function as potential visual screens, any special functions, or specimen or exceptional qualities.

As part of the tree survey evaluation, tree bat habitat will be investigated to further support the bat habitat consultation efforts.

H. Streams, Lakes and Waterways

COMPANY will evaluate the resources in the project limits. The project is within the Coon Creek watershed, but is not anticipated to directly impact this water resource. Water quality assessment will be based on available water quality data including sources such as the IEPA and IDNR.

I. Traffic Noise Analysis

The project is considered a Type I noise project and therefore a traffic noise impact analysis will be conducted for the residential receptors in the area. The traffic noise analysis will include the following tasks:

1. Data collection (geometry and traffic);
2. Noise monitoring;

3. Traffic noise modeling for the existing, future no-build and preferred build alternative scenarios;
4. Traffic noise abatement evaluation (if impacts are identified); and
5. Traffic noise analysis report development.

If noise abatement measures are determined to be feasible and reasonable, the noise wall design will be coordinated with the design process.

J. Air Quality Analysis

COMPANY will compile the forms for the air quality COSIM screening to be conducted for the project. It is anticipated that this will be coordinated by the Tollway with IDOT.

K. Special Waste Evaluation

Given the necessity for additional right-of-way, a special waste evaluation will be conducted. Based on initial review of the relative databases, special waste issues are anticipated to be minimal and due to the lack of commercial or industrial development in the area. Additionally the project does not cross any railroad tracks. The following tasks will be conducted as part of the special waste evaluation:

1. Database evaluation/Historical research;
2. Site evaluation;
3. Records review (if necessary);
4. Review of potential special waste site locations relative to construction activities; and
5. Memorandum preparation.

2.6.10 Landscaping and Erosion Control (1" = 50')

Landscaping and Erosion Control plans (30%) will be developed in accordance with the latest edition of the Tollway's Erosion and Sediment Control, Landscape Design Criteria Manual.

2.6.11 Preliminary Cost Estimate Review

COMPANY will prepare a preliminary cost estimate in accordance Section 8.0 in the latest edition of the Tollway's Design Section Engineer's Manual.

2.6.12 Design Schedule

COMPANY will prepare a conceptual milestone schedule in accordance Section 9.0 in the latest edition of the Tollway's Design Section Engineer's Manual.

2.7 Drainage

A Location Drainage Study (LDS) will be completed for the project limits in accordance with the IDOT Drainage Manual and the ACEC-Illinois/IDOT 2014 Drainage Seminar Guidelines. The scope of services for the LDS is as follows:

2.7.1 Research/Data Collection and Review: The research/data collection tasks are as outlined below:

- A. COMPANY will utilize the Interchange Feasibility Study as a basis for the alignments that are being investigated.
- B. COMPANY will obtain the local stormwater and floodplain ordinances.
- C. COMPANY will coordinate with and obtain utility maps, highway plans, land use and comprehensive plans, zoning maps from IDOT and local agencies.
- D. COMPANY will obtain USGS Quadrangle maps, NRCS-SCS soils maps for the watershed boundaries, and Hydrologic Atlas (HA).
- E. COMPANY will coordinate with IDOT District 1, McHenry County and other local agencies to obtain known flooding reports or drainage problem areas along the project limits.
- F. Since the project lies within the Tollway as well as IDOT and other local agency jurisdictions, COMPANY will research the competing drainage criteria and prepare a comparison of the design criteria. Based upon previous coordination with IDOT, it is assumed that in general, IDOT Drainage Design Criteria will be utilized for the proposed drainage design along IL 23 and the Tollway Drainage Design Criteria will be utilized for the proposed drainage design along I-90 and associated ramps. A written drainage design criteria will be submitted to IDOT, MCDOT and the Tollway for concurrence prior to start of the proposed drainage plan preparation.

2.7.2 Field Visit/Observation: The field visit/observation tasks are as outlined below:

- A. COMPANY will conduct a field reconnaissance for identification of major and minor culvert crossings, and to acquaint themselves with the project limits, watershed layout, characteristics, and general information about the project.
- B. COMPANY will visit site to conduct a plan in hand review to confirm the drainage patterns delineated on the existing drainage plans, verify structure locations, approximate sizes, and to reasonable resolve any discrepancies not resolved in the office for a reasonable layout and depiction of the existing drainage system.

2.7.3 Existing Drainage System: The Existing Drainage System tasks are as outlined below:

- A. General Location Drainage Map: COMPANY will prepare the General Location Drainage Map to show the project limits with respect to the overall drainage features. The base map for the General Location Drainage Map will be a USGS HA map or the USGS Quadrangle map. The General Location Drainage map shall include features as outlined in the ACEC-Illinois/IDOT 2014 Drainage Seminar guidelines.

- B. Existing Drainage Plan (EDP): COMPANY will prepare the existing drainage plan for the project limits on 22" x 34" plan sheets at 1" = 50' scale. A total of 18 EDP sheets are estimated. Profile view will not be included in the existing drainage plan sheets. The field survey and topographic survey will be used where available for the layout of the existing drainage plans. The areas outside of the limits of field survey will be supplemented with available McHenry County topography for delineation of off-site tributary area. The existing drainage plan will be prepared in accordance with the ACEC-Illinois/IDOT 2014 Drainage Seminar Guidelines.
- C. Identified Drainage Problems: COMPANY will visit site to investigate identified drainage problems within the project limits. The purpose of the visit will be to determine the potential factors leading to the drainage problem and who is responsible for the corrective measures. A maximum of one (1) drainage investigation is assumed for the contract scope. The identified drainage problem will be mapped on the General Location Drainage Map and documented in the LDS report.
- D. Identified Base Floodplains: Coon Creek is an identified zone 'A' floodplain south of I-90 and at the edge of the project limits. Coon Creek crosses IL 23. A floodplain exhibit utilizing the FIRM as base map will be prepared.
- E. Major Drainage Features: Based upon a review of the HA maps and floodplain maps, there is one major waterway crossing within the project limits. The major waterway crossing is Coon Creek and is mapped as a zone 'A' floodplain.

Due to some of the potential interchange configurations having limits that extend to the Coon Creek floodplain, one (1) hydraulic report will be required to determine the water surface elevations associated with Coon Creek for the purpose of determining impacts on the Coon Creek floodplain and the compensatory storage required for any fill in the floodplain.

2.7.4 Proposed Drainage System: The Proposed Drainage System tasks are as outlined below:

- A. Design Criteria: Based upon the applicable drainage design criteria established in item 2.7.1.F above, COMPANY will review compliance with the design criteria and when necessary document those cases where design criteria is not met with justification for non-compliance.
- B. Outlet Evaluation: COMPANY will visit site to complete a qualitative outlet evaluation in accordance with the ACEC-Illinois/IDOT 2014 Drainage Seminar guidelines. Based on a review of the topographic mapping, there appear to be approximately ten (10) outlets within the project limits of which ten (10) are assumed sensitive to increases in discharge. COMPANY will perform outlet evaluation in accordance with the ACEC-Illinois/IDOT 2014 Drainage Seminar Guidelines which may include minor quantitative analysis for sensitive outfalls identified by qualitative analysis.
- C. Stormwater Detention Analysis: For the purposes of developing the scope of work, ten (10) outlets are assumed to be sensitive to increase in flows therefore requiring stormwater detention. There are competing drainage

design criteria between IDOT Drainage Manual and the Tollway Drainage Design Criteria in regards to stormwater detention. Providing detention throughout the project in accordance with the more restrictive Tollway design criteria may increase the project impacts; however, impacts to the downstream areas and presence of sensitive flood receptors will also need to be evaluated. Stormwater detention will be provided in accordance with the approved drainage design criteria established in item 2.7.1.F above. Stormwater detention for the tollway will be provided in basins and will be calculated with HEC-HMS. Oversized ditches are anticipated to be used for detention attributed to IL 23 widening and intersection improvements.

- D. Right-of-Way Analysis: COMPANY will review the proposed drainage plans and cross sections for right-of-way and easement requirements for accommodating the drainage improvements.
- E. Drainage Alternatives: No alternative analysis is anticipated, the proposed drainage plans will be initiated when a final interchange configuration is selected that will not require multiple analyses.
- F. Proposed Drainage Plan (PDP): COMPANY will prepare the PDP for the project limits on 22" x 34" plan sheets at 1" = 50' horizontal and 1" = 5' vertical scale. Profile view will be included in the PDP sheets. A total of 18 PDP sheets are estimated. The existing drainage plan will be prepared in accordance with the ACEC-Illinois/IDOT 2014 Drainage Seminar Guidelines. Ditch profiles will not be shown in profile view.
- G. Drainage System Design: COMPANY will complete ditch design for the modified ditches within the project limits. Ditch design will be completed using approved ditch design spreadsheets for conveyance. These will be a base ditch configuration. Ditches may be oversized from the conveyance design for detention. There will be no storm sewer design as part of this project. Sections of the project that will have curb and gutter will outlet through curb turnouts or inlets into the adjacent ditch.
- H. COMPANY will coordinate with the Tollway and IDOT to incorporate within the proposed drainage plans sustainable permanent best management practices (BMPs) to remain in place after construction, for water quality considerations. Details of the BMPs will be addressed as part of the contract plan preparation. Temporary erosion control measures will be included as part of the contract plans.
- I. Floodplain Encroachment Evaluation: There is one zone 'A' floodplain associated with Coon Creek within the project limits south of I-90. The Coon Creek zone 'A' floodplain will require determination of base flood elevations for the purposes of compensatory storage calculations. The proposed improvements may require an IDNR-OWR floodplain permit for work within the designated floodplain (IDNR Part 3700 rules). Compensatory storage will be required for fill in the floodplain identified above. The proposed drainage plans will show the footprint of the proposed compensatory storage area with detailed grading to be provided in Phase II design. COMPANY will complete the floodplain encroachment evaluation in accordance with the ACEC-Illinois/IDOT 2014 Drainage Seminar Guidelines.

- J. IDNR-OWR Permit: An IDNR-OWR floodplain permit will be required for one (1) major waterway crossings. COMPANY will prepare the floodplain permit application in accordance with Part 3700 rules along with supporting calculations and cross section of the floodplain with cut and fill volumes for the compensatory storage.
- K. Erosion and Sediment Control Data References: COMPANY will complete the Erosion and Sediment Control Data References as part of the LDS and prepare a preliminary erosion and sediment control plan.
- L. BMP White Paper – COMPANY will complete a BMP white paper for the proposed drainage design.

2.7.5 Hydraulic Reports

- A. One (1) hydraulic report for Coon Creek is estimated within the project limits. The hydraulic report will be prepared in accordance with the IDOT Drainage Manual and the ACEC-Illinois/IDOT 2014 Drainage Seminar Guidelines. Streamstats discharges will be used for hydrology. The hydraulic model will be completed using HEC-RAS. Stream survey scope of work is included in section 2.3.5.

2.7.6 Major Culverts

- A. Based on the project's topography, it appears that there will be two (2) culverts greater than 7.5 square feet required within the project limits. These culverts will have hydrology prepared with HEC-HMS and will be modeled with HY-8 for hydraulics. A drainage technical memorandum will be prepared for the culvert that will include the modeling, a narrative, exhibits and a waterway table. It has been assumed that there will not be any box culverts required within the project limits.

2.7.7 Study Assembly

- A. Assemble the LDS Report Narrative, Plans, Exhibits and Calculations.

2.8 Public Involvement

Public involvement will generally be coordinated with the Tollway and the CLIENT. It is anticipated that three (3) public meetings will be required. The following will be completed by COMPANY:

- 2.8.1 Prepare required exhibits and provide technical experts for attendance of one public meeting. No presentation or power point is included; only board exhibits will be developed and provided at the public meeting.
- 2.8.2 Coordinate with the Tollway on sending individual letters to municipal, township, and county officials with jurisdictional boundaries adjacent to study area. Allow interested officials to review concepts under the Tollway's consideration and comment on community issues of concern or support.
- 2.8.3 COMPANY will provide responses to all comments received at the public meeting.

2.9 Meetings and Coordination

- 2.9.1 The following meetings are anticipated as part of the Conceptual Design Phase:

- A. Kick-off Meeting (One (1) meeting)
- B. Project Meetings (Six (12) meetings)
Two (2) people from COMPANY will attend up to a total of six (6) meetings. This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings
- C. Two (2) people from COMPANY will attend up to a total of two (2) field checks with plan in hand, which includes travel time.
- D. COMPANY will conduct general coordination throughout the duration of the project with CLIENT, IDOT, MCDOT, and the Tollway. This item includes, but is not limited to; letters, telephone, e-mail correspondence, and filing of information.
- E. Plaza Planning Meeting (One (1) meeting)
- F. ITS Planning Meeting (One (1) meeting)

2.10 Deliverables and Schedules

As part of the Conceptual Design Phase, the following deliverables will be generated:

2.10.1 Concept Design Report

This report shall include exhibits and plans as identified in Section 2.0 of this agreement, calculations, environmental evaluations, and recommendations for the IL 23 Interchange geometry complete with right-of-way requirements. Recommendations shall be backed up with calculations, correspondence, and Tollway, IDOT, and MCDOT approvals.

2.10.2 Roadway Geotechnical Report

2.10.3 Location Design Study

2.10.4 Hydraulic Report – Coon Creek

2.10.5 Major Waterway Report.

See Exhibit B for a detailed summary of recipients and estimated number of copies necessary for various deliverables. CLIENT will be invoiced for any additional copies required above this estimate.

For the purposes of this agreement, it is assumed the Conceptual Design Phase will conclude within 12 months of COMPANY receiving notice to proceed from CLIENT.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

2.11 Quality Assurance and Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. The QM also outlines

internal processes, such as standardization, internal project audits, selection/rating of subconsultants, and monitoring of deliverables.

COMPANY will perform the following reviews prior to each of the submittal of the Concept Design Report and the LDS:

- A. Quality Control Check – Project Manager;
- B. Peer Review – Senior Engineer not involved with project on a daily basis;
- C. Constructability Review – Construction Personnel; and
- D. Roundabout Peer Review.

Strand Associates will assist COMPANY in performing a review of the concept roundabout designs. Scope of services associated with this task are limited to a review of roundabout Intersection Design Studies (assume three).

3.0 Scope of Phase II Design Services

3.1 General Description

The basis for the development of Phase II construction contract documents for a full interchange at IL 23 and I-90 will be the Concept Design Report.

The scope of Phase II Design Services has three (3) milestones related to the development of construction contract documents. A document submittal will be made at each milestone, namely the Preliminary (60% complete), Pre-Final (95% complete), and Final (100% complete). Following the Final submittal, an Advertisement Phase, an Addendum Phase, and a Bid Support Phase will be required and are included in this agreement. The Construction Support Phase is not included in this agreement but will be under a separate contract during construction.

This project is for the construction of a full interchange at IL 23 and I-90. The limits of improvement along I-90 extend from approximately 2,850 feet northwest of IL 23 to 3,050 feet southeast of IL 23. The limits along IL 23 extend approximately 2,100 feet south of I-90 to 2,800 feet north of I-90. The segment of roadway north of I-90 includes the improvement of the Harmony Road intersection with IL 23. Improvement limits along Harmony Road extend approximately 1,000 feet west of IL 23 and 1,000 feet east of IL 23 along Harmony Road. In addition, the Grossen Road intersection along IL 23, south of I-90 will be removed and Grossen Road will terminate in a cul-de-sac, while the Coon Creek Road intersection will be improved.

The major infrastructure improvement components associated with Phase II Design Services include:

- A. Widening IL 23 from a two-lane section to a three-lane divided highway section with paved shoulders.
- B. Four (4) new interchange ramps.
- C. Three (3) all electronic tolling plazas; each plaza is anticipated to be two-lanes wide. A pre-fabricated control building will be installed to accommodate communication equipment for each toll plazas.
- D. Intelligent Transportation System for counting vehicles along the untolled ramp.
- E. Improvements along I-90 will consist of making accommodations for ramp terminals adjacent to the mainline pavement lanes.
- F. The design of two (2) ramp terminals along IL 23 with each ramp terminals being a roundabout intersection.
- G. The expansion of the IL 23 intersection with Harmony Road from a 2-way Stop controlled intersection to a roundabout intersection.

The design procedures and the format for the construction contract documents will follow the guidelines of the latest Tollway Design Section Engineer's Manual, Ramp Toll Plaza Criteria (found in various Design Bulletins) or as amended by the Tollway and by the latest editions of IDOT's Bureau of Design & Environment (BDE) Manual as applicable to Phase II Engineering.

COMPANY's services under this contract shall include the aforementioned three (3) submittals, together with preparation of utility documents in accordance with the

requirements of the Tollway's Design Section Engineer's Manual. The design criteria and policies, Standard Specifications, materials and construction requirements of the Tollway shall apply to all portions of the improvement under the Tollway's jurisdiction. Similarly, the design criteria and policies, Standard Specifications, materials and construction requirements of IDOT shall apply to all portions of the improvement under IDOT's jurisdiction. Improvements outside of IDOT's or the Tollway's jurisdiction in most cases are under the jurisdiction of the CLIENT or MCDOT.

More specifically, the Phase II Design Services scope includes tasks as listed below:

3.2 Contract Plans

COMPANY will develop plans for the proposed improvements as defined in the Concept Design Report. The following will be provided as part of the contract plans:

| Item | No. of Sheets |
|---|---------------|
| Cover Sheet (Title and Signature Sheet) | 1 |
| Index of Sheets / List of Standards | 1 |
| General Notes | 2 |
| Suggested Progress Schedule | 2 |
| Summary of Quantities | 8 |
| Schedules of Quantities | 7 |
| Alignment & Ties | 6 |
| Typical Sections | 12 |
| Superelevation Transitions Details | 9 |
| Maintenance of Traffic | 41 |
| Existing Roadway Removal Plans | 9 |
| Proposed Roadway Plan and Profile Sheets | 18 |
| Utility Matrix & Plans | 18 |
| Existing Drainage & Removals | 9 |
| Proposed Drainage Plan and Profile Sheets | 18 |
| Pavement Jointing and Elevation Plans | 13 |
| Grading Plans | 2 |
| Landscaping and Fencing Plans | 9 |
| Erosion Control Plans | 10 |
| Pavement Marking Plans | 9 |
| Signing Plans and Details | 11 |
| Intelligent Transportation System Plans and Details | 60 |
| Roadway Lighting Plans* | 24 |
| Cross-Sections | 92 |
| MCDOT & IDOT Details / Soil Boring Logs | 12 |
| Total No. of Sheets | 404 |

3.3 Drainage Design

3.3.1 Storm Sewer Sizing:

There is no storm sewer design anticipated for this project.

3.3.2 Inlet-Spacing Design:

COMPANY will complete inlet spacing and encroachment calculations along all roadways with curb and gutter within the limits of the improvement. It is assumed that there will be 2,000 feet of curb and gutter on the project. It is anticipated that the inlets will outlet to the adjacent ditch through inlets or curb outlets. The spacing of these inlets will be determined.

3.3.3 Ditch Sizing:

COMPANY will utilize the ditch design spreadsheets from Phase I as a basis for design. It is assumed that there will be modifications required during the design phase. COMPANY will complete drainage cross sections and set ditch elevations and widths. Ditch information will be incorporated into the cross sections.

3.3.4 Minor Waterway Crossings:

COMPANY will complete analysis and design of cross road culverts less than 7.5 square feet in area that were not analyzed as part of the Phase 1 - LDS. The analysis will be completed in accordance with the IDOT 2014 ACEC Drainage Seminar Manual, Tollway Criteria and the IDOT Drainage Manual. A total of five (5) minor waterway crossings are assumed within the limits of the project. Coordination with CLIENT and IDOT's Hydraulics Section on the culvert analysis procedure is expected as part of this task.

3.3.5 Detention Basin Design and Grading:

COMPANY will prepare detention basin design calculations including a hydrograph routing of the flows for determination of high water levels, spillway elevation, freeboard, and control structure design etc. and will prepare a grading plan to be included in the overall plan set. The final design information will be input into the original Phase I hydrograph routing completed using HEC-HMS and peak flow from the watershed will be routed using the composite runoff curve number and time of concentration calculations from Phase I.

3.3.6 Compensatory Storage Area Grading:

COMPANY will prepare a grading plan for the compensatory storage area to be included in the overall plan set.

3.3.7 Permitting:

COMPANY will complete coordination from the appropriate regulatory agencies for the purposes of permitting impacts to Coon Creek. A stormwater management permit from McHenry County will not be required for the project, although compensatory storage calculation will be completed for fill in the Coon Creek Floodplain.

3.4 Lighting

3.4.1 Plan drawings and specifications for lighting at the I-90 and IL 23 interchange will be developed. The scope of services only include lighting design at the following locations:

- A. Four (4) ramps at proposed I-90 and IL 23 interchange (including plaza approaches and departures);
- B. IL 23 Intersection with WB on and off-ramps and transition;
- C. IL 23 Intersection with EB on and off-ramps and transition;
- D. IL 23 Roadway from EB ramps to Harmony Road; and
- E. Harmony Road / IL 23 intersection and transition.

3.4.2 Lighting drawings will be submitted at the 60%, 95%, and 100% milestones. The following will be provided as part of the lighting drawings:

| Item | No. of Sheets |
|--|---------------|
| Legend | 1 |
| Harmony /IL-23 intersection lighting layout | 5 |
| Harmony /IL-23 intersection lighting circuit diagram | 1 |
| North ramp roundabout lighting layout | 5 |
| North ramp roundabout lighting circuit diagram | 1 |
| South ramp roundabout lighting layout | 5 |
| South ramp roundabout lighting circuit diagram | 1 |
| IL-23 roadway lighting layout | 2 |
| IL-23 roadway lighting circuit diagram | 1 |
| Miscellaneous Design Details | 2 |
| Total No. of Sheets | 24 |

3.4.3 The following supporting tasks will be performed as required to complete the lighting drawings:

- A. Utility Communication; and
- B. Agency Communication.

3.5 All Electronic Tolling Plazas and ITS

Plan drawings and specifications will be developed for the electronic tolling plazas on the westbound on and off-ramps and on the eastbound off-ramp at the I-90 and IL 23 interchange. A ramp toll plaza for the eastbound on-ramp is not included in this scope. ITS drawings and specifications will be provided for the eastbound on-ramp. All electronic tolling plaza and ITS drawings will be submitted for review and concurrence at the 60%, 95%, and 100% milestones. The following will be provided as part of the all electronic tolling plaza and ITS drawings:

| Item | No. of Sheets | Item | No. of Sheets |
|--|---------------|---|---------------|
| Legend | 1 | Violation Enforcement Video Diagrams | 1 |
| Cable/Conduit Schedule | 2 | Miscellaneous Electrical Details | 1 |
| One-Line Diagram | 1 | Antenna Mounting Detail | 1 |
| UPS One-Line Diagram | 1 | LDJB Detail | 1 |
| Toll Equipment Wiring Diagrams | 2 | Violation Camera Mounting Details | 1 |
| Electrical Site Drawing | 1 | Transaction Light Details | 1 |
| Electrical Site Plan Details | 3 | Loop Installation Details | 1 |
| Plaza Conduit Drawings | 3 | Lane Electrical Equipment Details | 1 |
| Lane Control and I-Pass Antenna Drawings | 3 | Rack Wiring | 3 |
| Miscellaneous Details | 1 | Patch Panels | 3 |
| Panelboard Schedules | 2 | ITS Drawing | 2 |
| Control Building Electrical Drawing | 1 | ITS Details | 2 |
| Toll Equipment Rack Elevations | 3 | Backbone Fiber Relocation Drawing | 1 |
| Control Building HVAC Drawing | 1 | Structural Site Drawing | 1 |
| HVAC Schedules | 1 | Control Building Foundation Details | 1 |
| HVAC Details | 1 | Generator Foundation Drawing | 1 |
| Remote Ramp Cabinet Elevations | 2 | Control Building Site Drawing | 1 |
| Remote Ramp Cabinet Wiring Diagrams | 2 | Overhead Toll Collection Structure | 1 |
| Grounding Drawing | 1 | Plaza Barrier Structural | 1 |
| Grounding Details | 1 | Monotube Framing and Details | 1 |
| Island Electrical Details | 1 | Total No. of Sheets (All Electronic Tolling Plazas and ITS Drawings) | 60 |

3.5.1 The following supporting tasks required to complete the all electronic tolling plaza and ITS drawings will be performed:

- A. Attend Plaza Meetings (Assume two (2) meetings);
- B. Attend Tollway ITS Meetings (Assume three (3) meetings);
- C. Perform Backbone Fiber Optic Analysis;
- D. ComEd Communication; and
- E. Generator Sizing Design.

3.6 Specifications and Estimates

3.6.1 COMPANY will prepare the following specifications for inclusion in the contract documents:

- A. IDOT Supplemental Specifications and Recurring Special Provisions;

- B. The Tollway Standard Specifications or the Tollway Supplemental Specifications;
 - C. Project Specific Special Provisions (including those required by the Tollway, IDOT, and MCDOT);
 - D. BLR Special Provisions;
 - E. BDE Special Provisions;
 - F. IDOT District 1 Special Provisions, and;
 - G. MCDOT Special Provisions.
- 3.6.2 A Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will be prepared, in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES), established by the IEPA. The SWPPP and NOI will be included with the specifications.
- 3.6.3 COMPANY will prepare an Engineer's Opinion of Probable Cost (EOPC) for the project and submit to CLIENT, Tollway, IDOT, and MCDOT for review and approval at the 60%, 95% and 100% milestones.
- 3.6.4 COMPANY will prepare a progress schedule for construction activities and submit to CLIENT, the Tollway, IDOT, and MCDOT for review and approval at the 60%, 95% and 100% milestones.
- 3.7 Meetings, Field Check, and Coordination
- 3.7.1 Up to three (3) people from COMPANY will attend up to a total of twelve (12) plan review meetings. This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.
 - 3.7.2 Two (2) people from COMPANY will attend up to a total of four (4) utility meetings.
 - 3.7.3 Two (2) people from COMPANY will attend up to two (2) drainage coordination meetings at IDOT.
 - 3.7.4 Two (2) people from COMPANY will attend up to two (2) drainage coordination meetings at MCDOT.
 - 3.7.5 Two (2) people from COMPANY will attend up to two (2) environmental coordination meetings.
 - 3.7.6 Two (2) people from COMPANY will attend up to a total of three (3) field checks with plan in hand, which includes travel time.
 - 3.7.7 COMPANY will conduct general coordination throughout the duration of the project with CLIENT, IDOT and the Tollway. This item includes, but is not limited to; letters, telephone, e-mail correspondence, and filing of information.
 - 3.7.8 Attend Plaza Meetings (Assume two (2) meetings)
 - 3.7.9 Attend Tollway ITS Meetings (Assume three (3) meetings)

3.8 Permitting and Environmental Coordination

3.8.1 Permitting

- A. The scope of services for Phase II includes permitting efforts. It is anticipated that the only permits required will be those necessary for wetland permits, and the NPDES permit, including the SWPPP.
- B. Based on the JD conducted in Conceptual Design Phase, the jurisdictional WOUS impacts, if identified, will be completed using the Joint Application. The application will be submitted to the Tollway for signature. The Joint Application will be reviewed by:
 1. USCOE;
 2. US Fish and Wildlife Services (USFWS);
 3. IDNR;
 4. IDNR – Office of Water Resources (for any Floodway Impacts);
 5. IEPA; and
 6. IHPA.
- C. As it is anticipated that only a Regional Permit will be required, individual Section 401 Review by the IEPA is not anticipated. A Section 404 pre-application meeting would be proposed to obtain early input in this process.
- D. In addition to the Section 404 permit for jurisdictional WOUS impact, the project will need to be coordinated with the McHenry County Stormwater Management Ordinance (MCSMO).

3.8.2 Threatened and Endangered Species Coordination

Based on the previous coordination, the potential habitat and presence of threatened and endangered species will be evaluated. Given the disturbed nature of the project area, it is likely that T&E species and habitat will not be present. It is therefore not anticipated that any Incidental Take Authorizations will be required. However, it is anticipated that some coordination with the resource agencies will be necessary.

3.8.3 Special Waste

Based on initial review of the relative databases, special waste issues are anticipated to be minimal and due to the lack of commercial or industrial development in the area. Therefore, special waste coordination is not anticipated and is not part of this agreement.

3.9 Plat of Highways / Legal Descriptions

Project Understanding: The project involves right-of-way platting and legal descriptions for proposed land acquisition and easements along I-90, IL 23, Harmony Road, Grossen Road and Coon Creek Road in Marengo, McHenry County, Illinois. This scope of work is based upon exhibits prepared by COMPANY affecting approximately 18 parcels of land within the project area

3.9.1 Research

Obtain necessary information to complete the project regarding boundaries and right-of-ways. Tollway to coordinate with COMPANY in acquiring current title commitments for the 18 subject properties that may be affected by land acquisition along with supporting documents prior to completion of the survey. Cost for the original title commitment is included in our direct costs.

3.9.2 Boundary Survey

Boundary survey will be performed on the 18 subject parcels as described in the provided title commitments Schedule A as required to complete the proposed plat of highways. Preliminary fieldwork will be done using current deeds of record for subject parcels.

3.9.3 Building and Improvement Survey

COMPANY will survey the existing buildings located on each affected parcel within the project. A survey including existing fences and visible evidence of right-of-way occupation will also be performed.

3.9.4 Legal Descriptions

COMPANY will prepare a legal description for each proposed right-of-way and easement parcel according to Tollway Land Acquisition Manual.

3.9.5 Plat of Highways

COMPANY will prepare a plat of highways for the subject parcels along I-90, IL 23, Harmony Road, Grossen Road and Coon Creek Road. COMPANY will prepare the plats and legal descriptions per current Tollway standards. Following construction, each proposed right-of-way parcel will be monumented with 5/8" steel bars with Tollway caps or other suitable markers. COMPANY will provide a mylar copy for recording by the Tollway.

3.10 Deliverables and Schedules

3.10.1 As part of the Phase II engineering services, the following deliverables will be generated:

- A. Contract Plans;
- B. Specifications (including SWPPP and NOI);
- C. Quantity Calculations;
- D. EOPC;
- E. Progress Schedule for Construction Activities;
- F. Plat of Highways for recording;
- G. Legal Descriptions for each proposed easement and right-of-way parcel; and
- H. ARCGIS compatible shapefile of acquisition parcels per Tollway standards.

See Exhibit B for a detailed summary of recipients and estimated number of copies necessary for various deliverables. CLIENT will be invoiced for any additional copies required above this estimate.

For the purposes of this agreement, it is assumed the Phase II engineering services will conclude within 12 months of COMPANY receiving concept design phase approval from the reviewing agencies.

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY

3.11 Quality Assurance and Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection/rating of subconsultants, and monitoring of deliverables.

COMPANY will perform the following reviews prior to each of the three (3) milestone submittals:

- A. Quality Control Check – Project Manager;
- B. Peer Review – Senior Engineer not involved with project on a daily basis;
- C. Constructability Review – Construction Personnel; and
- D. Roundabout Peer Review.

4.0 Administration

For the duration of this project, COMPANY will conduct project management and general administrative tasks associated with oversight and monthly billing. The following tasks will be completed as part of the project administration:

- 4.1.1 COMPANY will prepare and regularly update a Project Work Plan. As a component, COMPANY management time is required to coordinate internally with senior staff and develop and modify a scheduling plan based on workload, resources and timing of project critical items and deliverables.
- 4.1.2 COMPANY will provide document management, which consists of manual and electronic filing and maintenance of correspondence and other project data.
- 4.1.3 COMPANY will monitor the budget and track expenditures.
- 4.1.4 COMPANY will prepare monthly progress reports.
- 4.1.5 COMPANY will prepare monthly invoices and track collections.
- 4.1.6 COMPANY will also hold monthly internal project status meetings with the staff closely involved on the project.

5.0 Items Not Included in Agreement / Supplemental Services

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

- A. Preparation for and attendance to a Conceptual Planning Sustainability Workshop;
- B. Bridge design;
- C. Bridge lighting;
- D. Retaining Wall design;
- E. Multi-use/shared use bike path;
- F. Project Development Report;
- G. Water Main Design and/or Plans;
- H. Storm Sewer Design and/or Plans;
- I. Sanitary Sewer Design and/or Plans;
- J. Right-of-way Acquisitions/Negotiations;
- K. Construction Support Phase;
- L. Construction Layout and/or Construction Observation; and
- M. Special Waste Testing;

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

6.0 Services by Others

- A. Geotechnical investigations will be provided by McCleary Engineering of Peru, Illinois.
- B. Strand Associates, Inc. will provide the following:
 - 1. Toll Plaza Design Plans;
 - 2. QA/QC – Roundabouts;
 - 3. Intelligent Transportation Plans; and
 - 4. Lighting Plans.

7.0 CLIENT Responsibilities

No additional CLIENT responsibilities beyond those already listed above have been included in this agreement.

8.0 Professional Services Fee

8.1 Fees

The fee for services will be based on COMPANY employees' salaried rates, which are subject to change throughout the duration of the project. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable

communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

8.2 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 invoices in a timely manner pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq.

8.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

8.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

8.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not-to-Exceed fee as specified in Exhibit A.

9.0 Terms and Conditions

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

9.1 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.

9.2 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 services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

9.3 Time Limit and Commencement of Services

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

9.4 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.

9.5 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.

9.6 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, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this Agreement.

9.7 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 services 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 services 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.

9.8 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.

9.9 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.

9.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are 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.

9.11 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.

9.12 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 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 the 22nd Judicial Circuit, McHenry County, State of Illinois.

9.13 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. Mediations shall be held within McHenry County, Illinois.

9.14 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 the party justly entitled thereto. 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.

9.15 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. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times. The COMPANY agrees to release records and/or information pursuant to the Illinois Freedom of Information Act as may be directed by the CLIENT.

9.16 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.

9.17 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.

9.18 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.

9.19 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 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.

9.20 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 Services.

9.21 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.

9.22 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 indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

9.23 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, alkalis, 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.

9.24 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants 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 the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. 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.

9.25 Indemnification

The COMPANY agrees, to the fullest extent provided 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 special services under this Agreement and that of its subconsultants of anyone for whom the COMPANY is legally liable.

The CLIENT agrees, to the fullest extent provided 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 matter whatsoever for the other party's own negligence or for the negligence of others.

9.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission as provided in the Dodd-Frank Wall Street Reform and Consumer Protection Act and will not engage in any municipal advisory activity as defined in such Act.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



Jeff Pisha, P.E., PTOE
Project Manager

Approved by:



Printed/Typed Name: Timothy J. Hartnett

Title: Principal/Vice President Date: 8-3-16

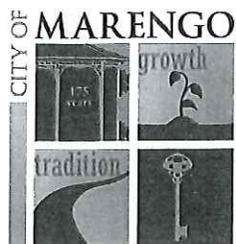
CITY OF MARENGO, ILLINOIS

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

#8e



AGENDA COVER MEMORANDUM

MEETING DATE: August 8, 2016

ITEM TITLE: Hydrant Repair/Replacement

ACTION REQUESTED: Authorization

DEPARTMENT HEAD: Howard Moser, Director of Public Works

BACKGROUND:

The City of Marengo conducted a citywide hydrant flushing program in July 2016. During this process Public Works Staff identified several hydrants that were inoperable. In some instances these hydrants are obsolete and replacement parts are unavailable. These hydrants need to be replaced. Currently 90% of city fire hydrants are Mueller brand and the other 10% are Waterous brand. Staff recommends replacing these with new Mueller hydrants in order to standardize the system. This will be beneficial for stocking replacement parts. In most cases there are no valves located near the hydrants either. New valves would be installed during the hydrant replacement by Public Works Staff. These inoperable hydrants present a clear risk to public safety and need to be addressed immediately. Staff developed a prioritized list based on several factors including proximity of nearest operable hydrant, area served by hydrant, age and condition. Staff contacted HD Supply and Ferguson Waterworks for quotes on replacement parts for these hydrants. HD Supply is the local Mueller distributor and Ferguson carries Waterous. The inoperable hydrants and replacement costs are listed in the table below:

| LOCATION | APPROXIMATE AGE | VALVE PRESENT | HD SUPPLY | FERGUSON |
|----------------------------------|-----------------|---------------|-------------|-------------|
| 6 TH AVE. & STATE ST. | 60 Years | NO | \$3,427.00 | \$2,993.97 |
| 4 TH AVE. & STATE ST. | 60 Years | NO | \$3,427.00 | \$2,993.97 |
| WASHINGTON AVE. & PARKING LOT #3 | 50 Years | NO | \$3,427.00 | \$2,993.97 |
| 218 W. FORESTST. | 60 Years | NO | \$3,427.00 | \$2,993.97 |
| | | TOTAL COST | \$13,708.00 | \$11,975.88 |

RECOMMENDATION:

Staff recommends authorization to purchase replacement hydrants and valves from HD Supply Waterworks, 6829 Irene Rd., Belvidere, IL 61008 in the amount of \$13,708.00. Funding for this purchase will come from the Water Department – Utility Infrastructure account (30-70-512.06).

Attachments:

- HD Supply Quote
- Ferguson Waterworks Quote



Bid Proposal for HYDRANT QUOTE

CITY OF MARENGO
 Job Location: MARENGO, IL
 Bid Date: 08/12/2016
 HD Supply Bid #: 136293

HD Supply Waterworks
 6829 Irene Rd
 Belvidere, IL 61008
 Phone: 815-544-3458
 Fax: 815-544-3474

| Seq# | Qty | Description | Units | Price | Ext Price |
|------|-----|--|-------|------------------|-----------------|
| 10 | 1 | A423 5-1/4VO HYD 6'0"B 6MJ NST 3WAY O/L | EA | 2,345.00 | 2,345.00 |
| 20 | 1 | 6 A2361-23 MJ RW GV OL L/ACC | EA | 575.00 | 575.00 |
| 30 | 1 | 664S VALVE BOX ASSY W/LID DOM ASSEMBLED FROM COMPONENT PARTS | EA | 175.00 | 175.00 |
| 70 | 1 | VALVE BOX ADAPTOR -VBAIL-A-NGV FOR 4" AND 6" MUELLER A2361 | EA | 37.00 | 37.00 |
| 80 | 1 | 6 MJ L/P SLEEVE CP DI C153 | EA | 75.00 | 75.00 |
| 90 | 5 | 6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE , BLACK | EA | 26.00 | 130.00 |
| 100 | 5 | 6 MJ REGULAR GASKET F/DI | EA | 3.00 | 15.00 |
| 110 | 30 | 3/4X4 T-HEAD B&N COR BLUE | EA | 2.50 | 75.00 |
| 130 | | THE MATERIALS QUOTED ARE BASED | | | |
| 140 | | ON OUR INTERPRETATION OF THE | | | |
| 150 | | PLANS AND SPECIFICATIONS. IT | | | |
| 160 | | IS THE BUYER'S RESPONSIBILITY | | | |
| 170 | | TO CONFIRM SIZES, QUANTITIES | | | |
| 180 | | AND CONFORMANCE TO PROJECT | | | |
| 190 | | SPECIFICATIONS. | | | |
| 200 | | | | | |
| 210 | | UNLESS OTHERWISE NOTED, THE | | | |
| 220 | | PRICES QUOTED WILL REMAIN FIRM | | | |
| 230 | | FOR ORDERS SHIPPED WITHIN 30 | | | |
| 240 | | DAYS OF QUOTATION DATE. | | | |
| 260 | | FOB: SHIPPING POINT, FREIGHT | | | |
| 270 | | CHARGES ALLOWED TO: | | | |
| 280 | | MARENGO, IL | | | |
| 300 | | TERMS: NET 30 DAYS. | | | |
| 320 | | THANK YOU FOR THE OPPORTUNITY | | | |
| 330 | | OF QUOTING. WE LOOK FORWARD TO | | | |
| 340 | | SERVING YOU FURTHER IN REGARDS | | | |
| 350 | | TO THE ABOVE. | | | |
| 370 | | SINCERELY, | | | |
| 380 | | JEFF LOWER | | | |
| 390 | | HD SUPPLY WATERWORKS | | | |
| | | | | Sub Total | 3,427.00 |
| | | | | Tax | 0.00 |
| | | | | Total | 3,427.00 |

TERMS AND CONDITIONS OF SALE("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.



FERGUSON WATERWORKS #2521
 1720 STATE ST
 DEKALB, IL 60115-2617

Deliver To: ryan.raupp@ferguson.com
 From: Ryan Raupp
 Comments:

11:13:40 JUL 28 2016

FERGUSON WATERWORKS #2516

Price Quotation
 Phone : 815-756-2800
 Fax : 815-756-2877

Page # 1

Bid No.....: B071940

Bid Date....: 07/28/16

Quoted By.: RDR

Cust 815-568-7112

Terms.....: NET 10TH PROX

Customer: CITY OF MARENGO
 132 E PRAIRIE ST
 MARENGO, IL 60152

Ship To: CITY OF MARENGO
 132 E PRAIRIE ST
 MARENGO, IL 60152

Cust PO#....:

Job Name: HYD / VLV RFQ

| Item | Description | Quantity | Net Price | UM | Total |
|---------------|------------------------------------|----------|-----------|----|---------|
| W7260A2S | WB67 HYD 7532/40524 6'0 OL 16 RED. | 1 | 2160.000 | EA | 2160.00 |
| T515968 | HYB 6 DI MJ REST TUFGRIP GLND | 1 | 22.180 | EA | 22.18 |
| MJGAU | 6 MJ GSKT | 1 | 2.970 | EA | 2.97 |
| MJTHBNFN | 3/4X3-1/2 MJ T-BLT & NUT | 6 | 1.235 | EA | 7.41 |
| ----- | | | | | |
| SUBTOTAL | | | | | 2192.56 |
| ----- | | | | | |
| AFC2506MMLAOL | 6 MJ RW DI OL GATE VLV L/A | 1 | 518.870 | EA | 518.87 |
| T515968 | HYB 6 DI MJ REST TUFGRIP GLND | 2 | 22.185 | EA | 44.37 |
| MJGAU | 6 MJ GSKT | 2 | 2.970 | EA | 5.94 |
| MJTHBNFN | 3/4X3-1/2 MJ T-BLT & NUT | 12 | 1.235 | EA | 14.82 |
| ----- | | | | | |
| SUBTOTAL | | | | | 584.00 |
| ----- | | | | | |
| MJLSLAU | 6X12 MJ C153 LONG SLV L/A | 1 | 68.880 | EA | 68.88 |
| T515968 | HYB 6 DI MJ REST TUFGRIP GLND | 2 | 22.185 | EA | 44.37 |
| MJGAU | 6 MJ GSKT | 2 | 2.970 | EA | 5.94 |
| MJTHBNFN | 3/4X3-1/2 MJ T-BLT & NUT | 12 | 1.235 | EA | 14.82 |
| ----- | | | | | |
| SUBTOTAL | | | | | 134.01 |
| ----- | | | | | |
| IVBLIDW | 5-1/4 CI VLV BX LID WTR | 1 | 8.080 | EA | 8.08 |
| IVBSBS36 | 36 SC VLV BX BOT SECT | 1 | 40.000 | EA | 40.00 |
| IVBSTS26 | 26 SC VLV BX TOP SECT | 1 | 35.320 | EA | 35.32 |
| ----- | | | | | |
| SUBTOTAL | | | | | 83.40 |
| ----- | | | | | |



FERGUSON WATERWORKS #2516

Price Quotation

Page # 2

11:13:40 JUL 28 2016

Phone : 815-756-2800

Fax : 815-756-2877

Reference No: B071940

| Item | Description | Quantity | Net Price | UM | Total |
|------|---|----------|-----------|----|-------|
| | MJ FITTINGS AND VALVE BOX QUOTED AS NON DOMESTIC ---- | | | | |

Net Total: \$2993.97
Tax: \$0.00
Freight: \$0.00
Total: \$2993.97

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

#8f

Draft August 1, 2016

ORDINANCE NO. 16-__-__

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR SHARED TELECOMMUNICATION SERVICES BETWEEN THE CITY OF MARENGO, THE MARENGO FIRE PROTECTION DISTRICT, THE UNION FIRE PROTECTION DISTRICT AND MARENGO RESCUE SQUAD DISTRICT

WHEREAS, in July 2015, Governor Bruce Rauner signed Public Act 99-0006 which, among various things, required the consolidation of existing public safety answering points (PSAPs) resulting in the City's pursuit of a new dispatch service provider; and

WHEREAS, the City, along with the Marengo Fire Protection District, the Union Fire Protection District and the Marengo Rescue Squad District (the "Parties") have all reached dispatch service agreements with the City of McHenry; and

WHEREAS, in an effort to meet system requirements and to enhance communication with the City of McHenry, a new T1 line is critical and necessary; and

WHEREAS, 5 ILCS 220/5 *et. al.*, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party of the contract; and

WHEREAS, the Parties have determined that it is in their best interest to enter into an intergovernmental agreement to share and reduce costs associated with equipment used by all, namely the T1 line referenced above.

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

SECTION 1: The Mayor is hereby authorized and directed to execute, and the Clerk is authorized and directed to attest, duplicate original copies of the Intergovernmental Agreement for Shared Telecommunication Services between the City of Marengo, the Marengo Fire Protection District, the Union Fire Protection District and the Marengo Rescue Squad District.

SECTION 2: The Chief of Police is directed to take all actions necessary on behalf of the City to secure the telecommunication services described in the Intergovernmental Agreement and execute any related contract for such services.

SECTION 3: 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 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: 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 _____ day of _____, 2016, the foregoing Ordinance entitled *An Ordinance Authorizing Execution of an Intergovernmental Agreement for Shared Telecommunication Services between the City of Marengo, the Marengo Fire Protection District, the Union Fire Protection District and the Marengo Rescue Squad District*, was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 16-__-__, 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 _____ day _____, 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 _____ day of _____, 2016.

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

(SEAL)

TO: Mayor Donald Lockhart, City Council

FROM: Acting Chief Rich Solarz

RE: Intergovernmental agreement for shared telecommunications services

DATE: August 1, 2016

Please note the attached Intergovernmental agreement for shared telecommunications services between the City of Marengo, the Marengo Fire Protection District, the Union Fire Protection District, and the Marengo Rescue squad District. We have been working with the other agencies and Call One in an effort to reduce the cost of our telecommunication services, specifically the 1.5M Point-to-Point T1 Line that goes from 132 E Prairie Street in Marengo, Illinois to 333 South Green Street in McHenry, Illinois.

We would like to move forward with this Intergovernmental agreement. This will greatly reduce the cost of the T1 line the City of Marengo had installed as part of the dispatch switch over to the City of McHenry.

We thank the City Council for consideration in this matter.

Motion: To approve the Intergovernmental Agreement for shared telecommunications services between the City of Marengo, the Marengo Fire Protection District, the Union Fire Protection District, and the Marengo Rescue squad District.

**INTERGOVERNMENTAL AGREEMENT FOR
SHARED TELECOMMUNICATIONS SERVICES BETWEEN
THE CITY OF MARENGO, THE MARENGO FIRE PROTECTION DISTRICT, THE
UNION FIRE PROTECTION DISTRICT, AND MARENGO RESCUE SQUAD
DISTRICT**

This Intergovernmental Agreement (the "Agreement") governing the shared telecommunications services is made between the **CITY OF MARENGO**, McHenry County, Illinois (the "City"), the **MARENGO FIRE PROTECTION DISTRICT** (the "Marengo District"), the **UNION FIRE PROTECTION DISTRICT** (the "Union District"), and the **MARENGO RESCUE SQUAD DISTRICT** (the "Marengo Rescue District") collectively referred to as the "Parties", or individually as "Party".

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, 5 ILCS 220/1 et seq., entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party of the contract; and,

WHEREAS, 65 ILCS 5/11-6-1, provides that the corporate authorities of each municipality may enter into contracts or agreements with fire protection districts for mutual aid consisting of furnishing equipment and manpower from and to each other ; and,

WHEREAS, the parties hereto have determined that it is in their best interest to enter into this Agreement to share and reduce costs associated with equipment used by all Parties, namely the T1 line referenced in the Paragraph 1 below.

NOW, THEREFORE, in consideration of the above recitals, all of which are incorporated into and made a part of this Agreement, **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **Purpose.** This Agreement outlines the cost-sharing arrangement between the Parties for the purpose of paying the monthly charge of \$905.00 for the services of the to be installed, 1.5M Point-to-Point T1 Line (the “Services”) from 132 East Prairie Street, Marengo, Illinois 60152 to 333 South Green Street, McHenry, Illinois 60050 and the costs associated with maintenance, repair and updates of the Services as may be needed.

2. **Term.** This Agreement shall commence on the earlier of (1) April 15, 2016 or (2) the date any installation necessary to begin the Services is complete, and continue indefinitely, or at a minimum until the end of the thirty-six (36) months after commencement (the “Commencement Date”) of Services, unless amended by agreement.

3. **Responsibilities.** The Parties are responsible for contributing the amount of money specified in Section 4 (“Cost-Sharing”) of this Agreement. In addition, the Parties agree to share equally and be responsible for the maintenance, repair and updates of the Services as may be necessary from time to time. In the event that alternative services are pursued and/or

necessary, the Parties agree to collaborate and work together to secure such alternative services and to continue to share equally in the related costs as outlined in this Agreement.

4. **Cost Sharing.** The Parties agree to share total service costs of \$905.00 per month, as shown in Table 4.1:

| Monthly Cost | City of Marengo | Marengo Fire Protection District | Union Fire Protection District | Marengo Rescue Squad District |
|---------------------|------------------------|---|---------------------------------------|--------------------------------------|
| \$905.00 | \$226.25 | \$226.25 | \$226.25 | \$226.25 |

5. **Payment of Fees.** Beginning on the Commencement Date, the Marengo District, the Union District, and the Marengo Rescue District, shall pay to the City monthly installments paid no later than the 10th day of each month. The City will then pay to the telecommunications service provider, Call One, the total monthly service fee due in the amount of \$905.00. Upon presentation by the City of other fees related to the Services, the Parties will pay the City their pro rata share of such fees in accordance with their bill payment schedule but no later than after the next meeting of their corporate authorities.

6. **Indemnification.** To the fullest extent permitted by law, each Party to this Agreement assumes liability for their own negligence and that of their employees, agents or authorized users related to the telecommunication services and this Agreement, and each Party shall fully indemnify the other Party for any claims, suits, judgments, costs, attorneys' fees, damages or other relief, arising out of or resulting from such negligence.

7. **Assignment Prohibited.** Parties may not assign this Agreement or the rights and duties hereunder.

8. **Default.** If any Party shall violate any obligation under this Agreement, they shall be put on notice of such default by the non-defaulting Parties via written notice, served

upon the defaulting party by either certified mail, return-receipt requested, or by personal service. The defaulting party shall have a reasonable time to cure such default. If, after sixty (60) days, said default is not cured and there are no efforts being undertaken to correct the default, the non-defaulting Parties shall have the right to seek specific performance in a court of competent jurisdiction.

9. **Severability.** The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

10. **Notices.** All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the Parties at such addresses as may be designated from time to time.

11. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

12. **Amendments.** This Agreement may only be amended by written consent of all the Parties hereto.

This signatory certifies that this Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

CITY OF MARENGO

MARENGO FIRE PROTECTION
DISTRICT

By: _____

By: _____

Point to Point Customer Service Agreement City of Marengo, Marengo Fire Protection District, Union Fire Protection District, and Marengo Rescue Squad District

Donald B. Lockhart, Mayor

John Freund, President

Attest: _____
City Clerk, City of Marengo

Attest: _____
Walter Butenschoen, Secretary

Date: _____

Date: _____

UNION FIRE PROTECTION DISTRICT

MARENGO RESCUE SQUAD DISTRICT

By: _____
Dale Carr, President

By: _____
Scott Higgins, President

Attest: _____
Don Frohling, Secretary

Attest: _____
Bill Wierich, Secretary

Date: _____

Date: _____



MEMO

To: Gary Boden, City Administrator
From: Ravi Jayaraman, Andy Lemke, Tim Hartnett
Project: Marengo – WWTP Consolidation
Subject: Timeline of the WWTP Consolidation Project
Date: August 2, 2016

The purpose of this memorandum is to document timeline of planning, design, and construction activities associated with the WWTP Consolidation completed by McMahon & Associates (M&A) from Years 1998 to 2012, and HR Green (HRG) from Year 2012 to present, and to clarify a few statements, questions, and comments made at 7/25/16 City Council Meeting.

Year 1998

McMahon & Associates (M&A) completed a Facility Plan in August 1998. The Facility Plan suggested a three phased approach.

- Phase I addressed immediate needs of the WWTP. No treatment capacity increase was considered. The proposed improvements were sized to handle future treatment plant capacity increases. Improvements completed include - converted aerobic digesters at WWTP to anaerobic digesters, construction of a new bio solids building, and construction of a new cake storage building. Phase I was completed in 2001.

Year 2002

M&A started another update of the Facility Plan. The Facility Plan amendment proposed increasing WWTP capacity to 2.25 million gallons per day (MGD).

Year 2006

M&A completed Facility Plan. City started NPDES permitting process and SRF funding process to complete the proposed WWTP improvements.

Year 2009

City receives NPDES Permit from IEPA

Year 2011

SRF Funding Obtained. City advertised the 2.25 MGD WWTP expansion for bids. The City's budget for the WWTP expansion was \$12 Million. The low bid that was received was \$15.46 Million. The City and M&A required a re-bid of the project due to funding constraints.

Year 2012

The WWTP expansion project was re-bid by M&A after reducing the proposed WWTP capacity to 1.8 MGD (from 2.25 MGD). This resulted in a few process structures being

HRGreen.com

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

removed from contract and identified as a future phase project or handled outside of the loan program. Structures removed included one Secondary Clarifier, one Digester, and a Digester Control Building. **Attachment 1** shows the site plan for the Re-Bid Design.

The low bid received was \$11,521,000 and a few deducts were taken by the City and the awarded amount was \$11,355,000, and construction contract was awarded to the low bidder (J.J. Henderson (JJH)). Contractor started excavation work and encountered unanticipated construction debris. Contractor requested a change order for material disposal. The change order amount requested was substantial and other options/alternatives were evaluated.

HR Green, then serving as the City Engineer, was asked to evaluate the change order request from the Contractor. HR Green performed an aerial photo research and an electromagnetic (EM) subsurface survey. The survey identified presence of a landfill. City cancelled the Contract with M&A and JJH. HR Green looked at different treatment technologies to fit the WWTP expansion footprint within the available land outside the landfill zone.

HR Green looked at four options (**Attachments 2 and 3**) -

- Option 1: Ox. Ditch (2.25 MGD Avg. Design Flow (ADF)) – Construction Cost (2012) of \$17+ Million (Original M&A design with revised layout)
- Option 2: Sequencing Batch Reactors (SBR) (2.4 MGD ADF) – Construction Cost (2012) of \$18+ Million
- Option 3: SBR (1.5 MGD ADF) – Construction Cost (2012) of \$9+ Million
- Option 4: SBR (1.8 MGD ADF) – Construction Cost (2012) of \$9.5+ Million

City selected to proceed with Option 4 (1.8 MGD ADF) and executed a design services Contract with HR Green in December 2012. Scope of design services included are listed below:

- Pretreatment building – Mechanical Screen, Raw Pump Station, Microscreens, Odor Control System
- SBR - Three (3) 0.3 MGD Reactors (0.9 MGD ADF)
- Tertiary Treatment Facility – Disc Filters, UV Disinfection, Post Aeration and Effluent Pump Station, Chemical Feed System
- Blower Building Modifications
- Aerated WAS Holding Tank
- Control Panel Additions to Lab Building
- Site Utilities

Year 2013

HR Green worked on the design of the WWTP expansion (Option 4) from December 2012 to June 2013. During the design, several design workshops were held with City staff. A summary of discussions from one such design workshop held on January 21, 2013 is attached (**Attachment 4**). At this design workshop, the last item that was discussed was "Future Expansion/Considerations", specifically the solids handling processes. It was decided by the City staff in attendance and HRG that the next WWTP upgrade needs to focus on the solids handling process. Also it was discussed that the capacity of the

anaerobic digesters will need to be increased in the future. The City advertised the project for bids in June 2013. Bids were opened in August 2013. Low Bid received was \$10,690,000 (Williams Bros, Inc.). Construction Work started in October 2013.

Year 2015

WWTP Expansion Construction completed. City received the NPDES Permit for expanded WWTP in October 2015. A copy of the NPDES permit is attached (**Attachment 5**). The flow schematic included with the NPDES permit shows the SBRs designed for an average design flow of 0.9 MGD and existing Oxidation Ditch handling the remaining 0.9 MGD average design flow.

Year 2016

The City staff and operator are evaluating the upgrades to the existing oxidation ditch. The City staff is also evaluating the solids handling process future project with HRG, manufacturers, and contractors to obtain budget numbers and also evaluate options for a phased approach to complete the improvements.

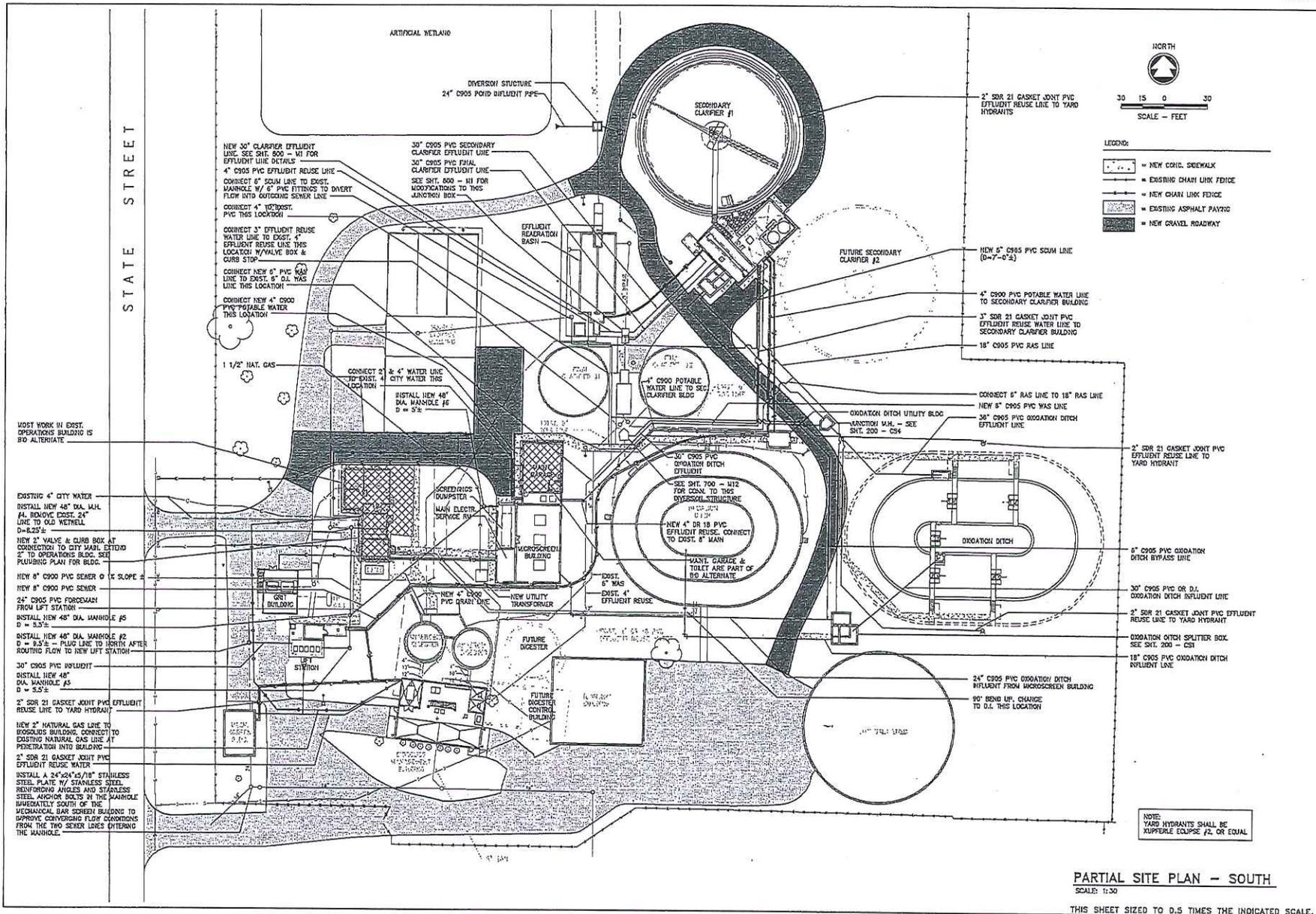
McMAHON
ENGINEERS ARCHITECTS
1100 N. WASHINGTON ST., SUITE 200
MARENGO, ILLINOIS 60151-3005
TEL: (815) 751-1000 FAX: (815) 751-1004
www.mcmahon-engineers.com

| NO. | DATE | DESCRIPTION |
|-----|---------|----------------------|
| 1 | 1/27/12 | RELEASED FOR BIDDING |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

WASTEWATER TREATMENT FACILITIES MODIFICATIONS
PROJECT RE-BID - CITY OF MARENGO, ILLINOIS
PARTIAL SITE PIPING PLAN - SOUTH

| REV | DATE | BY | CHKD | DESCRIPTION |
|-----|------|----|------|-------------|
| 1 | | | | |
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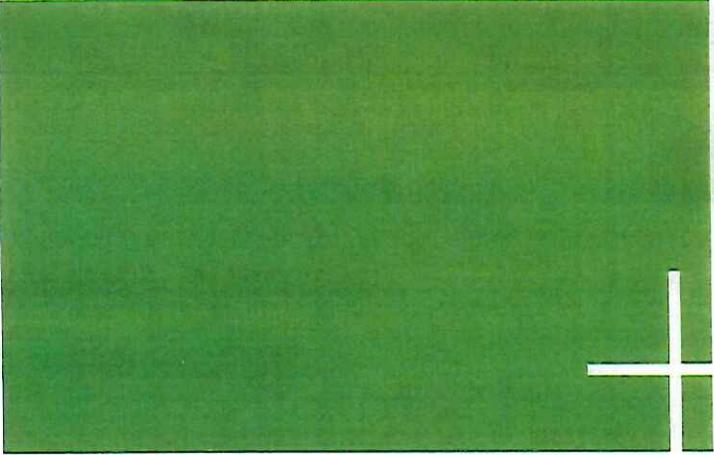
| | |
|--------------|-----------------|
| PROJECT NO. | MD017-200733.02 |
| DATE | FEB. 2012 |
| FACILITY NO. | 200 |
| DRAWING NO. | C9 |
| SHEET NO. | 1 |



PARTIAL SITE PLAN - SOUTH
SCALE: 1:30

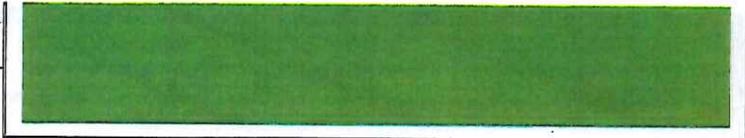
THIS SHEET SIZED TO 0.5 TIMES THE INDICATED SCALE.

W:\PROJECTS\00719007\3302ORAWINGS\REBID\200 C9.dwg, 200 C9, 3/6/2012 3:33:33 PM, plotdate, 1,2



Waste Water
Treatment Plant
Final Bid Documents
City of Marengo





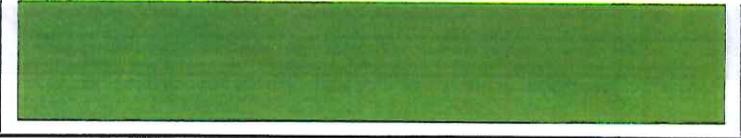
Bidding and Construction

- 2011 – Initial Project Bid
 - \$12M Budget
 - \$16M Low Bid
- 2012 – Re-Bid Project
 - Structures removed – 1.8 MGD Capacity
 - \$12M Low Bid
 - Contract Awarded to JJ Henderson
 - \$\$ Change Order for material disposal



HR Green Became Involved

- City Engineer
- Asked to Evaluate Change Order Request
- Aerial Photo Research
- Field Testing – EM Survey



What are the Options?

- Can we build a new WWTP on this site?
- Is there enough room for future expansion?
- Should we use the same technology?
- Would different technologies work better?
- What about future regulatory requirements?
- Modular expansion?



OPTION 1: OXIDATION DITCH

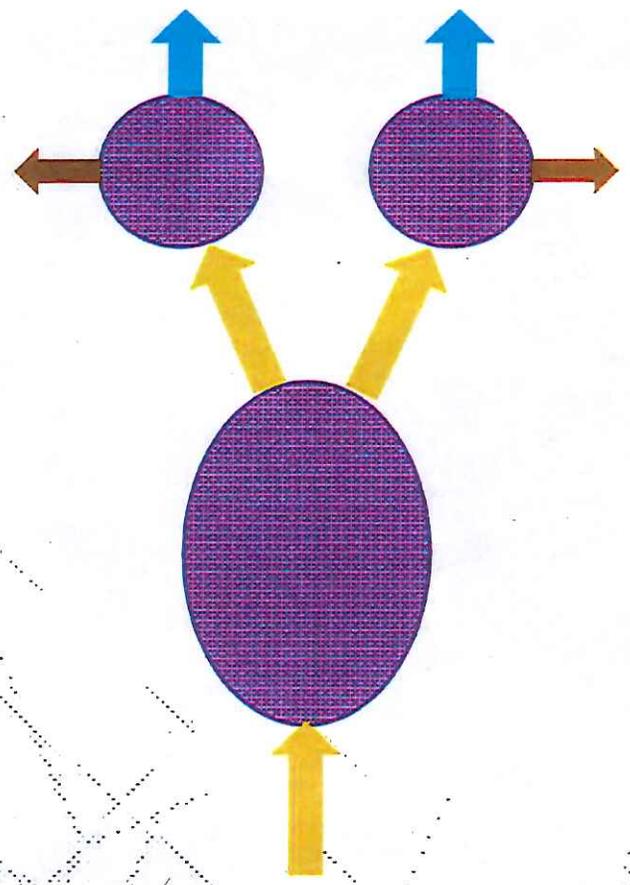
CAPACITY: 2.25 MGD
(DESIGN AVG FLOW)

CONSTRUCTION
COST: \$17+ million
(2012)

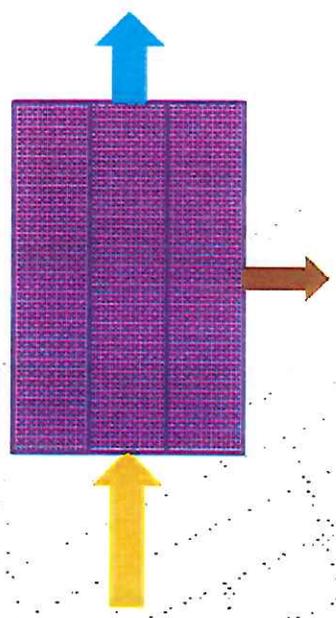
WWTP EXPANSION – OPTION 1



OXIDATION DITCH



SEQUENCING BATCH REACTOR



COMPARISON OF TECHNOLOGIES





OPTION 2: SEQUENCING BATCH REACTOR

CAPACITY: 2.4 MGD
(DESIGN AVG FLOW)

CONSTRUCTION
COST: \$18+ million
(2012)

WWTP EXPANSION – OPTION 2





OPTION 3: SEQUENCING BATCH REACTOR

CAPACITY: 1.5 MGD
(DESIGN AVG FLOW)

CONSTRUCTION
COST: \$9+ million
(2012)

WWTP EXPANSION – OPTION 3





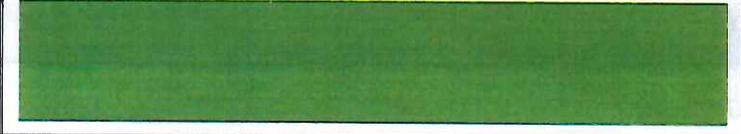
OPTION 4: SEQUENCING BATCH REACTOR

CAPACITY: 1.8MGD
(DESIGN AVG FLOW)

CONSTRUCTION
COST: \$9.5+ million
(2012)

WWTP EXPANSION – OPTION 4





Option 4 – Selected

- 1.8 MGD Total Capacity
 - 0.9 MGD Existing Secondary Treatment
 - 0.9 MGD New Secondary Treatment
- New Preliminary Treatment
 - New screen
 - New pump station
 - New Microscreens
- New Tertiary Treatment
 - New effluent filters
 - New UV disinfection



HRGreen

MEMO

To: Mr. Gary Boden
 From: Mr. Ed Coggin, P.E.
 Subject: WWTP Upgrade
 Job No.: 86120385
 Date: November 21, 2012

Summary

Using a newer SBR treatment technology, we recommend that the City construct a 0.9 MGD DAF expansion to the existing WWTP to reach a full permitted capacity of 1.8 MGD (Option 4 below). The engineer's opinion of probable construction cost for this plant expansion is \$9,500,000. This technology allows the plant to be expanded in modular increments to accommodate future developments, and can be easily modified to meet future more restrictive discharge limits.

This option will allow the operators to treat the current flows in the new plant facilities, allowing the existing oxidation ditch to be used as a back-up system. This particular option reduces the repairs and upgrades to the existing plant facilities, and may actually result in a lower overall construction cost once the design process is completed.

Option Descriptions

This memo describes the results of our evaluation of the WWTP expansion project. There are several alternatives available to design the required WWTP upgrades at the site while minimizing the impacts of the existing landfill material. These options include using the same technology as the original WWTP upgrade project, along with completing the required upgrades with a different technology that will achieve the desired results.

One of the most important issues regarding WWTP upgrades for the City is matching the plant capacity to the actual flow rates produced by the residents. The current average day flows are in the 0.8 to 1.2 MGD range, which is appropriate for a community of 8,000 to 9,000 people. An expanded WWTP with the design average flow capacity of 2.25 MGD, the new NPDES permit capacity, is appropriately sized for a population of 25,000 people. If this full capacity is constructed, the plant will be extremely under-loaded. This would result in not using the existing oxidation ditch and clarifiers during normal operations, and just using the new WWTP components.

Two main treatment options are presented here, along with several ways that the new technology can be phased into production to match the future expansion requirements. This phasing approach can allow the City to construct what is needed now, and then expand as needed in the future as development occurs.

Option 1 – Oxidation Ditch 2.25 MGD Capacity – Previous Technology

This option uses the previously planned technology rearranged at the site to avoid the landfill material. The pretreatment components are consolidated into a single location associated with the existing influent screen. The new oxidation ditch is located where the old flow equalization was demolished.

The sludge storage area and admin/lab building is relocated to the west property line, and the new clarifiers are located where these facilities were moved from.

This option has a design average flow (DAF) capacity of 2.25 MGD, and a design maximum flow (DMF) of 5.2 MGD. These are the current NPDES flow limits. The initial budgeting numbers for the engineer's opinion of probable construction costs for this option is approximately \$17,000,000.

This option has a high construction cost, has a high constructed flow capacity, and is difficult to modify to meet future potential effluent limits. Based on these observations, we do not recommend construction of this option.

Option 2 – Sequencing Batch Reactor 2.4 MGD Capacity – New Technology

This option uses a newer treatment technology called sequencing batch reactor (SBR). This technology was developed to reduce the capital cost of constructing a new WWTP by combining some of the operation into a single tank instead of using two tanks in series. The aeration and clarification steps are accomplished in one rectangular tank by changing the aeration and mixing activities. This results in much lower construction costs, and also allows the treatment process to be modified to meet future effluent requirements for nutrient removal.

Multiple SBR tanks are constructed based on the flow requirements of the plant, with at least two tanks being constructed to enable the sequencing of batches. As the flows increase due to future developments, additional tanks can be added to treat the increased loading. The existing oxidation ditch plant would be demolished, and this area would be used for some of the SBR tanks. The same pretreatment modifications would be used as described in Option 1. This option would add in effluent filters and UV disinfection, along with effluent pumps that would enable full treatment during high river levels.

For the initial comparison, a plant with the same flow capacities as Option 1 has been evaluated. This plant would use eight (8) 0.3 MGD SBR tanks to reach a maximum capacity of 2.4 MGD for the design average flow, and 9.6 MGD for the design maximum flow. This capacity is a result of adding multiple tanks with a 0.3 MGD flow rate for each tank. The initial budgeting numbers for the engineer's opinion of probable construction costs for this option is approximately \$18,000,000.

This option has a high construction cost, has a high constructed flow capacity, and is easily modified to meet future potential effluent limits. Based on these observations, we recommend using this technology, but not constructing the full capacity at this time.

Option 3 – Sequencing Batch Reactor 1.5 MGD Capacity – New Technology

This option also uses the newer SBR treatment technology. As described earlier, this technology was developed to reduce the capital cost of constructing a new WWTP by combining some of the operation into a single tank instead of using two tanks in series. In this option, only two SBR tanks are constructed to add 0.6 MGD capacity to the existing 0.9 MGD capacity oxidation ditch plant. These new SBR tanks would be located where the old equalization tank was demolished.

This option would construct the first two (2) 0.3 MGD SBR tanks to reach a maximum capacity of 1.5 MGD for the design average flow, and 5.9 MGD for the design maximum flow. The initial budgeting numbers for the engineer's opinion of probable construction costs for this option is approximately \$9,000,000.

This option has the lowest construction cost, has a constructed flow capacity more in line with the actual flows, and is easily modified to meet future potential effluent limits. The completed WWTP in this option would require that the old oxidation ditch and clarifiers would have to remain in operation to treat the normal flow rates. Having to keep both plants running results in higher O&M costs and operator

To: City of Marengo
From: HR Green, Inc.
Subject: Design Process Through Preliminary Design Workshop
Date: 1/21/13

EXECUTIVE SUMMARY

After WWTP expansion evaluation, four alternatives were selected

- Option 1: Oxidation Ditch 2.25 MGD Capacity
- Option 2: 8 Sequencing Batch Reactor (SBR) 2.4 MGD Capacity
- Option 3: 2 SBR 1.5 MGD Capacity
- Option 4: 3 SBR 1.8 MGD Capacity

Option 4 selected – 1.8 MGD Capacity

- Unit Processes
 - Mechanical Bar Screen
 - Raw Sewage Pump Station
 - Micro Screen
 - Sequencing Batch Reactor
 - Disc Filter
 - UV Disinfection
 - Post Aeration Basin
 - Effluent Pumps
- Option 4 EOPCC - \$9.5 million

Design Process

- General Site Plan/Building Layout
- City Input
 - Current Treatment Issues That Need Addressed
- Process Selection
- Building Design/Process Design
- Site Visits with City Employees

Preliminary Design Workshop

- Attendees: Mr. Gary Boden – Marengo City Manager, Mr. Jayson Shull – Marengo Public Works Superintendent, Mr. Jay Berman – Marengo – WWTP Superintendent, Mr. David Johanson – HR Green, Inc. (Marengo City Engineer), Mr. Jim Rasmussen – HR Green, Inc., Mr. Ed. Coggin – HR Green, Inc., and Mr. Andy Lemke – HR Green, Inc..
- Overview of HR Green, Inc., Design Process and Design Team
- Overview of Site Plan and Processes
- Equipment Selection
- Future Considerations: Solids Handling

attention, resulting in higher overall expenses for each gallon treated. We recommend using this technology, and this is the lowest cost alternative, but the next option may be a better recommended solution.

Option 4 – Sequencing Batch Reactor 1.8 MGD Capacity – New Technology

This option also uses the newer SBR treatment technology. In this option, three SBR tanks are constructed to add 0.9 MGD capacity to the existing 0.9 MGD capacity oxidation ditch plant. These new SBR tanks would be located where the old equalization tank was demolished.

This option would construct the first three (3) 0.3 MGD SBR tanks to reach a maximum capacity of 1.8 MGD for the design average flow, and 7.2 MGD for the design maximum flow. This is the same capacity as the plant expansion project that was just terminated. The main reason for adding the third SBR tank to this project is to allow the new technology plant to treat all of the current flows, and operate at optimum conditions while treating the influent. The initial budgeting numbers for the engineer's opinion of probable construction costs for this option is approximately \$9,500,000.

This option has a low construction cost, has a constructed flow capacity more in line with the actual flows, and is easily modified to meet future potential effluent limits. The completed WWTP in this option would not require that the old oxidation ditch and clarifiers remain in operation to treat the normal flow rates. Being able to treat all of the current flows in the new plant results in lower O&M costs and operator attention, resulting in lower overall expenses for each gallon treated. We recommend this Option (Option 4) for the WWTP expansion.

MARENGO WWTP IMPROVEMENTS

Based on our technical review and input from City staff, we recommend that the City of Marengo proceed with Option 4. The Engineer's Opinion of Probable Construction Costs (EOPCC) for these improvements is \$9,500,000. These improvements replace defective equipment and will allow the plant to run more reliably and efficiently. For example, the proposed improvements provide new screening equipment ahead of the proposed raw sewage pumps. These screens remove harmful rags and other debris that will increase operation and maintenance costs and shorten the lifespan of the new pumps. Another example of how the plant can run more reliably and efficiently is the addition of grit removal equipment. The current grit removal process operates poorly and allows grit to enter the secondary treatment. The existing grit removal equipment has reached the useful life and is proposed to be abandoned. The proposed improvements include grit removal equipment (micro screens) within the Preliminary Treatment Building. The proposed micro screens will decrease the cost of operation, maintenance, and replacement of the processes downstream by removing grit, sand, and other abrasive materials in the wastewater.

Option four included building three sequencing batch reactors (SBR) at 0.3 MGD each. SBR technology saves on construction cost and land use by performing multiple operations into one tank. Aeration and clarification can be achieved in the same tank by adjusting the aeration and mixing activities. The plant would be rated for a capacity of 1.8 MGD (DAF) with the new SBR and the existing oxidation ditch and final clarifiers. Option four also includes a new preliminary treatment building with a mechanical screen, raw water pump station, and micro screens. The new Tertiary Treatment building will include disc filters, UV disinfection, reaeration basin, and effluent pumps. The new processes will allow the WWTP to treat for total phosphorus removal and total nitrogen removal, which may be permitted in the future. The following is a summary of the justifications for including the various items in the Marengo WWTP Expansion:

- Mechanical Bar Screen
 - Prevents rags and other debris from damaging the pumps in the raw water pumping station.
 - Backup manual bar screen installed in bypass before the mechanical bar screen.
- Raw Water Pumping Station
 - Screening equipment ahead of pumps will greatly increase pumping efficiency and reduce operation and maintenance costs as well as prolong the lifespan of the new Raw Sewage Pumps
 - Proposed pumps and wet well design will prevent buildup of grease in the wet well.
- Micro Screen
 - Prevent grit, sand, and other abrasive materials from entering downstream processes, which will help in downstream process efficiency and lower the operation, maintenance, and replacement costs of the processes.
 - The grease pumped from the wet well will be screened out of the wastewater.
 - Future expansion possible.
- Sequencing Batch Reactors (SBR)
 - Lower cost of construction and less land use due to the technology allowing aeration and clarification in the same tank.

- Ability to treat for total phosphorus and total nitrogen removal to meet future requirements.
 - Future expansion by adding additional tanks.
 - Future modification of tanks possible.
- Disc Filter
 - Filter all wastewater from SBR and final clarifiers.
 - Removal of total phosphorus to meet future requirements.
 - Low turbidity effluent will increase efficiency of the UV disinfection system.
 - Future expansion possible.
- UV Disinfection
 - Provides a safe method of disinfection. The use of chlorine gas is safety hazard that UV disinfection will remove.
 - The City will save money on disinfection chemicals and dechlorination products.

WORKING WITH THE CITY OF MARENGO

Throughout the design process, HR Green, Inc. worked with the City for input and to create comfort with the new technology and processes. HR Green, Inc. visited the site multiple times during the design process. During these visits, conversations with the wastewater treatment plant employees including Jay Berman the Marengo WWTP superintendent occurred about current operation and issues to help with the design. Jay Berman mentioned the buildup of grease in the wet well and also that too many rags and debris traveled into secondary treatment (oxidation ditch). HR Green, Inc. addressed these issues in the design with micro screens after the raw water pump station to prevent as many rags from reaching secondary treatment and grease buildup in the wet well. The wet wells before the raw water pumps are designed with a couple options to keep the grease mixed in the wastewater to allow the grease to be pumped to the micro screens for removal. Jay Berman also mentioned he was not familiar with the new SBR technology. On January 15, 2013, HR Green, Inc. (Ed Coggin, Andy Lemke) and Jay Berman traveled to the Sanitaire Manufacturer (design SBR) and a WWTP that uses a Sanitaire SBR. After the trip, Jay Berman understood the technology better. A future visit to a WWTP with AQUA-AEROBICS filters will be planned.

On January 17, 2013, HR Green, Inc. (Jim Rasmussen and Ed Coggin) presented at a Preliminary Design Workshop in Marengo, IL with Mr. Gary Boden – Marengo City Manager, Mr. Jayson Shull – Marengo Public Works Superintendent, Mr. Jay Berman – Marengo – WWTP Superintendent, and Mr. David Johanson – HR Green, Inc. (Marengo City Engineer) in attendance. The site plan was discussed for the present expansion and for the ability for future expansion. The new buildings were discussed and input from the City was obtained. The equipment for the major processes was described and the City helped in classifying each as an "A", "B", or "C" selection. The City asked questions about the state of the current digesters. HR Green, Inc. suggested cleaning and inspecting the digesters. HR Green, Inc. stated that the next major project on the current WWTP would need to be with the solids handling. During the meeting, Jayson Shull requested an updated schedule every two weeks, which will be provided by Ed Coggin. Also, HR Green, Inc. will create a list of companies that clean digesters and send the list to the City.

FUTURE EXPANSION/CONSIDERATIONS

The proposed expansion project on the Marengo WWTP is designed to allow for future expansion. In the proposed preliminary treatment building, two micro screens are to be installed. Space for a third micro screen unit will be available in the preliminary treatment building for future expansion. Similarly, two disc filters are proposed for the new tertiary treatment building with space for a third unit for future

expansion. The SBR technology allows for expansion as well. Eleven SBR tanks could fit within a single row if the existing oxidation ditch was removed. The eleven SBR would allow for a design average flow of 3.3 MGD. The SBR tanks could also be modified in the future for membrane performance.

In the future, the Marengo WWTP needs to address their solids handling processes. The anaerobic digesters' roofs are about to reach their useful life and will need to be replaced. Also, the capacity of the anaerobic digesters will need to be increased in the future. The next Marengo WWTP upgrade needs to focus on the solids handling process.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397
BRUCE RAUNER, GOVERNOR LISA BONNETT, DIRECTOR

217/782-0610

September 17, 2015
City of Marengo
132 East Prairie Street
Marengo, Illinois 60152

RECEIVED

Re: City of Marengo - STP
NPDES Permit No. IL0020729
Final Permit

SEP 21 2015

Gentlemen:

Attached is the final NPDES Permit for your discharge. The Permit as issued covers discharge limitations, monitoring, and reporting requirements. Failure to meet any portion of the Permit could result in civil and/or criminal penalties. The Illinois Environmental Protection Agency is ready and willing to assist you in interpreting any of the conditions of the Permit as they relate specifically to your discharge.

The Agency has begun a program allowing the submittal of electronic Discharge Monitoring Reports (NetDMRs) instead of paper Discharge Monitoring Reports (DMRs). If you are interested in NetDMRs, more information can be found on the Agency website, <http://epa.state.il.us/water/net-dmr/index.html>. If your facility is not registered in the NetDMR program, a supply of preprinted paper DMR Forms for your facility will be sent to you prior to the initiation of DMR reporting under the reissued permit. Additional information and instructions will accompany the preprinted DMRs upon their arrival.

The attached Permit is effective as of the date indicated on the first page of the Permit. Until the effective date of any reissued Permit, the limitations and conditions of the previously-issued Permit remain in full effect. You have the right to appeal any condition of the Permit to the Illinois Pollution Control Board within a 35 day period following the issuance date.

Should you have questions concerning the Permit, please contact Getie Yilma at 217/782-0610.

Sincerely,

Alan Keller, P.E.
Manager, Permit Section
Division of Water Pollution Control

SAK: GY:15041701.bah

Attachment: Final Permit

cc: Records
Compliance Assurance Section
Des Plaines Region
Billing
HR Green
CMAP
USEPA

4302 N. Main St., Rockford, IL 61103 (815) 987-7760
595 S. State, Elgin, IL 60123 (847) 408-3131
2125 S. First St., Champaign, IL 61820 (217) 278-5800
2009 Main St., Coalingville, IL 62234 (618) 346-5120

9511 Hamilton St., Des Plaines, IL 60016 (847) 294-4000
412 SW Washington St., Suite D, Peoria, IL 61602 (309) 671-3022
2309 W. Main St., Suite 118, Moline, IL 62959 (618) 993-7200
100 W. Randolph, Suite 10-300, Chicago, IL 60601

NPDES Permit No. IL0020729

Illinois Environmental Protection Agency

Division of Water Pollution Control

1021 North Grand Avenue East

Post Office Box 19276

Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Reissued (NPDES) Permit

Expiration Date: September 30, 2020

Issue Date: September 17, 2015

Effective Date: October 1, 2015

Name and Address of Permittee:

City of Marengo
132 East Prairie Street
Marengo, Illinois 60152

Facility Name and Address:

City of Marengo - STP
Illinois Route 23
Marengo, Illinois
(McHenry County)

Receiving Waters: Kishwaukee River

In compliance with the provisions of the Illinois Environmental Protection Act, Title 35 of the Ill. Adm. Code, Subtitle C, Chapter 1, and the Clean Water Act (CWA), the above-named Permittee is hereby authorized to discharge at the above location to the above-named receiving stream in accordance with the Effluent Limitations, Monitoring, and Reporting requirements; Special Conditions and Attachment H Standard Conditions attached herein.

Permittee is not authorized to discharge after the above expiration date. In order to receive authorization to discharge beyond the expiration date, the Permittee shall submit the proper application as required by the Illinois Environmental Protection Agency (IEPA) not later than 180 days prior to the expiration date.



Alan Keller, P.E.
Manager, Permit Section
Division of Water Pollution Control

SAK:GY:1504170.1bah

NPDES Permit No. IL0020729

Effluent Limitations, Monitoring, and Reporting

FINAL

Discharge Number(s) and Name(s): 001 STP Outfall

Load limits computed based on a design average flow (DAF) of 1.8 MGD (design maximum flow (DMF) of 5.94 MGD).

From the effective date of the expanded facilities until the expiration date, the effluent of the above discharge(s) shall be monitored and limited at all times as follows:

| Parameter | LOAD LIMITS lbs/day DAF (DMF)* | | | CONCENTRATION LIMITS MG/L | | | Sample Frequency | Sample Type |
|-----------------------------------|---|-------------------|------------------|--|---------------------------------------|------------------|---------------------|----------------|
| | Monthly Average | Weekly Average | Daily Maximum | Monthly Average | Weekly Average | Daily Maximum | | |
| Flow (MGD) | | | | | | | Continuous | |
| CBOD ₅ ** ¹ | 150 (495) | | 300 (991) | 10 | | 20 | 3 Days/Week | Composite |
| Suspended Solids ¹ | 180 (594) | | 360 (1,189) | 12 | | 24 | 3 Days/Week | Composite |
| pH | Shall be in the range of 6 to 9 Standard Units | | | | | | 3 Days/Week | Grab |
| Fecal Coliform*** | Daily Maximum shall not exceed 400 per 100 mL (May through October) | | | | | | 3 Days/Week | Grab |
| Chlorine Residual | | | | | | 0.05 | *** | Grab |
| Ammonia Nitrogen as (N) | | | | | | | | |
| March-May/Sept.-Oct. | 14 (74) | 34 (188) | 38 (233) | 1.5 | 3.8 | 4.7 | 3 Days/Week | Composite |
| June-August | 11 (74) | 29 (188) | 38 (248) | 1.5 | 3.8 | 5.0 | 3 Days/Week | Composite |
| Nov.-Feb. | 30 (198) | | 38 (253) | 4.0 | | 5.1 | 3 Days/Week | Composite |
| Phosphorus | 15 (50) | | | 1.0 | | | 3 Days/Week | Composite |
| Total Nitrogen**** | 150 (495) | | | 10 | | | 3 Days/Week | Composite |
| Dissolved Oxygen | | | | Monthly Average not less than | Weekly Average not less than | Daily Minimum | | |
| March-July | | | | N/A | 6.25 | 5.0 | 3 Days/Week | Grab |
| August-February | | | | 6.0 | 4.5 | 4.0 | 3 Days/Week | Grab |

*Load limits based on design maximum flow shall apply only when flow exceeds design average flow. The DAF load limits for Ammonia Nitrogen are based on design flow conditions of DAF = 0.9 MGD pursuant to previously permitted load limits.

**Carbonaceous BOD₅ (CBOD₅) testing shall be in accordance with 40 CFR 136.

***See Special Condition 7.

****See Special condition 16.

¹ BOD₅ and Suspended Solids (85% removal required): In accordance with 40 CFR 133, the 30-day average percent removal shall not be less than 85 percent except as provided in Sections 133.103 and 133.105. The percent removal need not be reported to the IEPA on DMRs but influent and effluent data must be available, as required elsewhere in this Permit, for IEPA or U.S. EPA inspection and review. For measuring compliance with this requirement, 5 mg/l. shall be added to the effluent CBOD₅ concentration to determine the effluent BOD₅ concentration. Percent removal is a percentage expression of the removal efficiency across a treatment plant for a given pollutant parameter, as determined from the 30-day average values of the raw wastewater influent concentrations to the facility and the 30-day average values of the effluent pollutant concentrations for a given time period.

NPDES Permit No. IL0020729

Special Conditions

SPECIAL CONDITION 1. This Permit may be modified to include different final effluent limitations or requirements which are consistent with applicable laws and regulations. The IEPA will public notice the permit modification.

SPECIAL CONDITION 2. The use or operation of the facility shall be by or under the supervision of a Certified Class 1 operator.

SPECIAL CONDITION 3. The IEPA may request in writing submittal of operational information in a specified form and at a required frequency at any time during the effective period of this Permit.

SPECIAL CONDITION 4. The IEPA may request more frequent monitoring by permit modification pursuant to 40 CFR § 122.63 and Without Public Notice.

SPECIAL CONDITION 5. The effluent, alone or in combination with other sources, shall not cause a violation of any applicable water quality standard outlined in 35 Ill. Adm. Code 302 and 303.

SPECIAL CONDITION 6. Samples taken in compliance with the effluent monitoring requirements shall be taken at a point representative of the discharge, but prior to entry into the receiving stream.

SPECIAL CONDITION 7. Fecal Coliform limits for Discharge Number 001 are effective May thru October. Sampling of Fecal Coliform is only required during this time period.

Any use of chlorine to control slime growths, odors or as an operational control, etc. shall not exceed the limit of 0.05 mg/L (daily maximum) total residual chlorine in the effluent. Sampling is required on a daily grab basis during the chlorination process. Reporting shall be submitted on the DMRs on a monthly basis.

SPECIAL CONDITION 8. The Permittee shall conduct semi-annual monitoring of the effluent and report concentrations (in mg/l) of the following listed parameters. Monitoring shall begin three (3) months from the effective date of this permit. The sample shall be a 24-hour effluent composite except as otherwise specifically provided below and the results shall be submitted on Discharge Monitoring Report Forms to IEPA unless otherwise specified by the IEPA. The parameters to be sampled and the minimum reporting limits to be attained are as follows:

| <u>STORET CODE</u> | <u>PARAMETER</u> | <u>Minimum reporting limit</u> |
|------------------------|--|------------------------------------|
| 01002 | Arsenic | 0.05 mg/L |
| 01007 | Barium | 0.5 mg/L |
| 01027 | Cadmium | 0.001 mg/L |
| 01032 | Chromium (hexavalent) (grab) | 0.01 mg/L |
| 01034 | Chromium (total) | 0.05 mg/L |
| 01042 | Copper | 0.005 mg/L |
| 00718 | Cyanide (grab)(available*** or amenable to chlorination) | 5.0 ug/L |
| 00720 | Cyanide (total) (grab not to exceed 24 hours) | 5.0 ug/L |
| 00951 | Fluoride | 0.1 mg/L |
| 01045 | Iron (total) | 0.5 mg/L |
| 01046 | Iron (Dissolved) | 0.5 mg/L |
| 01051 | Lead | 0.05 mg/L |
| 01055 | Manganese | 0.5 mg/L |
| 71900 | Mercury (grab)** | 1.0 ng/L* |
| 01067 | Nickel | 0.005 mg/L |
| 00556 | Oil (hexane soluble or equivalent) (Grab Sample only) | 5.0 mg/L |
| 32730 | Phenols (grab) | 0.005 mg/L |
| 01147 | Selenium | 0.005 mg/L |
| 01077 | Silver (total) | 0.003 mg/L |
| 01092 | Zinc | 0.025 mg/L |

Minimum Reporting Limits are defined as -- (1) The minimum value below which data are documented as non-detects. (2) Three to ten times the method detection limit. (3) The minimum value of the calibration range.

Unless otherwise indicated, concentrations refer to the total amount of the constituent present in all phases, whether solid, suspended or dissolved, elemental or combined, including all oxidation states.

*1.0 ng/L = 1 part per trillion.

NPDES Permit No. IL0020729

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- **Utilize USEPA Method 1631E and the digestion procedure described in Section 11.1.1.2 of 1631E.
- ***US EPA Method OIA-1677.

The Permittee shall provide a report briefly describing the permittee's pretreatment activities and an updated listing of the Permittee's significant industrial users. The list should specify which categorical pretreatment standards, if any, are applicable to each Industrial User. Permittees who operate multiple plants may provide a single report. Such report shall be submitted within six (6) months of the effective date of this Permit to the following addresses:

U.S. Environmental Protection Agency
Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604
Attention: Water Assurance Branch Enforcement and Compliance

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attention: Compliance Assurance Section, Mail Code #19
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

SPECIAL CONDITION 9. The provisions of 40 CFR Section 122.41(m) & (n) incorporated herein by reference.

SPECIAL CONDITION 10. During January of each year the Permittee shall submit annual fiscal data regarding sewerage system operations to the Illinois Environmental Protection Agency/Division of Water Pollution Control/Compliance Assurance Section. The Permittee may use any fiscal year period provided the period ends within twelve (12) months of the submission date.

Submission shall be on forms provided by IEPA titled "Fiscal Report Form For NPDES Permittees".

SPECIAL CONDITION 11. The Permittee shall conduct biomonitoring of the effluent from Discharge Number(s) 001.

Biomonitoring

- A. Acute Toxicity - Standard definitive acute toxicity tests shall be run on at least two trophic levels of aquatic species (fish, invertebrate) representative of the aquatic community of the receiving stream. Testing must be consistent with Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms (Fifth Ed.) EPA/821-R-02-012. Unless substitute tests are pre-approved; the following tests are required:
 - 1. Fish - 96 hour static LC₅₀ Bioassay using fathead minnows (*Pimephales promelas*).
 - 2. Invertebrate 48-hour static LC₅₀ Bioassay using *Ceriodaphnia*.
- B. Testing Frequency - The above tests shall be conducted using 24-hour composite samples unless otherwise authorized by the IEPA. Samples must be collected in the 18th, 15th, 12th, and 9th month prior to the expiration date of this Permit.
- C. Reporting - Results shall be reported according to EPA/821-R-02-012, Section 12, Report Preparation, and shall be submitted to IEPA, Bureau of Water, Compliance Assurance Section within one week of receipt from the laboratory. Reports are due to the IEPA no later than the 16th, 13th, 10th, and 7th month prior to the expiration date of this Permit.
- D. Toxicity - Should a bioassay result in toxicity to >20% of organisms test in the 100% effluent treatment, the IEPA may require, upon notification, six (6) additional rounds of monthly testing on the affected organism(s) to be initiated within 30 days of the toxic bioassay. Results shall be submitted to IEPA within (1) week of becoming available to the Permittee. Should any of the additional bioassays result in toxicity to ≥50% of organisms tested in the 100% effluent treatments, the Permittee shall immediately notify IEPA in writing of the test results.
- E. Toxicity Reduction Evaluation and Identification - Should the biomonitoring program identify toxicity and result in notification by IEPA, the permittee shall develop a plan for toxicity reduction evaluation and identification. The plan shall be developed and implemented in accordance with Toxicity Reduction Evaluation Guidance for Municipal Wastewater Treatment Plants, EPA/833B-99/002, and shall include an evaluation to determine which chemicals have a potential for being discharged in the plant wastewater, a monitoring program to determine their presence or absence and to identify other compounds which are not being removed by treatment, and other measures as appropriate. The Permittee shall submit to the IEPA its plan within ninety

Special Conditions

(90) days following notification by the IEPA. The Permittee shall implement the plan within ninety (90) days of notification of the permittee above or other such date as is received by letter from IEPA.

The IEPA may modify this Permit during its term to incorporate additional requirements or limitations based on the results of the biomonitoring. In addition, after review of the monitoring results and toxicity reduction evaluation, the IEPA may modify this Permit to include numerical limitations for specific toxic pollutants and additional whole effluent toxicity monitoring to confirm the results of the evaluation. Modifications under this condition shall follow public notice and opportunity for hearing.

SPECIAL CONDITION 12. For the duration of this Permit, the Permittee shall determine the quantity of sludge produced by the treatment facility in dry tons or gallons with average percent total solids analysis. The Permittee shall maintain adequate records of the quantities of sludge produced and have said records available for U.S. EPA and IEPA inspection. The Permittee shall submit to the IEPA, at a minimum, a semi-annual summary report of the quantities of sludge generated and disposed of, in units of dry tons or gallons (average total percent solids) by different disposal methods including but not limited to application on farmland, application on reclamation land, landfilling, public distribution, dedicated land disposal, sod farms, storage lagoons or any other specified disposal method. Said reports shall be submitted to the IEPA by January 31 and July 31 of each year reporting the preceding January thru June and July thru December interval of sludge disposal operations.

Duty to Mitigate. The Permittee shall take all reasonable steps to minimize any sludge use or disposal in violation of this Permit.

Sludge monitoring must be conducted according to test procedures approved under 40 CFR 136 unless otherwise specified in 40 CFR 503, unless other test procedures have been specified in this Permit.

Planned Changes. The Permittee shall give notice to the IEPA on the semi-annual report of any changes in sludge use and disposal.

The Permittee shall retain records of all sludge monitoring, and reports required by the Sludge Permit as referenced in Standard Condition 25 for a period of at least five (5) years from the date of this Permit.

If the Permittee monitors any pollutant more frequently than required by this permit or the Sludge Permit, the results of this monitoring shall be included in the reporting of data submitted to the IEPA.

The Permittee shall comply with existing federal regulations governing sewage sludge use or disposal and shall comply with all existing applicable regulations in any jurisdiction in which the sewage sludge is actually used or disposed.

The Permittee shall comply with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish the standards for sewage sludge use or disposal even if the permit has not been modified to incorporate the requirement.

The Permittee shall ensure that the applicable requirements in 40 CFR Part 503 are met when the sewage sludge is applied to the land, placed on a surface disposal site, or fired in a sewage sludge incinerator.

Monitoring reports for sludge shall be reported on the form titled "Sludge Management Reports" to the following address:

Illinois Environmental Protection Agency
Bureau of Water
Compliance Assurance Section
Mail Code #19
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

SPECIAL CONDITION 13. This Permit may be modified to include alternative or additional final effluent limitations pursuant to an approved Total Maximum Daily Load (TMDL) Study or upon completion of an alternate Water Quality Study.

SPECIAL CONDITION 14. The Permittee shall work towards the goals of achieving no discharges from sanitary sewer overflows or basement back-ups and ensuring that overflows or back-ups, when they do occur do not cause or contribute to violations of applicable standards or cause impairment in any adjacent receiving water. Overflows from sanitary sewers are expressly prohibited by this permit and by Ill. Adm. Code 306.304. In order to accomplish these goals of complying with this prohibition and mitigating the adverse impacts of any such overflows if they do occur, the Permittee shall (A) identify and report to IEPA all SSOs that do occur, and (B) develop, implement and submit to the IEPA a Capacity, Management, Operations, and Maintenance (CMOM) plan which includes an Asset Management strategy within twelve (12) months of the effective date of this Permit or review and revise any existing plan accordingly. The permittee shall modify the Plan to incorporate any comments that it receives from IEPA and shall implement the modified plan as soon as possible. The Permittee should work as appropriate, in consultation with affected authorities at the local, county, and/or state

Special Conditions

level to develop the plan components involving third party notification of overflow events. The Permittee may be required to construct additional sewage transport and/or treatment facilities in future permits or other enforceable documents should the implemented CMOM plan indicate that the Permittee's facilities are not capable of conveying and treating the flow for which they were designed. The CMOM plan shall include the following elements:

A. Measures and Activities:

1. A complete map and system inventory for the collection system owned and operated by the Permittee;
2. Organizational structure; budgeting; training of personnel; legal authorities; schedules for maintenance, sewer system cleaning, and preventative rehabilitation; checklists, and mechanisms to ensure that preventative maintenance is performed on equipment owned and operated by the Permittee;
3. Documentation of unplanned maintenance;
4. An assessment of the capacity of the collection and treatment system owned and operated by the Permittee at critical junctions and immediately upstream of locations where overflows and back-ups occur or are likely to occur; use flow monitoring as necessary;
5. Identification and prioritization of structural deficiencies in the system owned and operated by the Permittee;
6. Operational control, including documented system control procedures, scheduled inspections and testing;
7. The Permittee shall develop and implement an Asset Management strategy to ensure the long-term sustainability of the collection system. Asset management shall be used to assist the Permittee in making decisions on when it is most appropriate to repair, replace or rehabilitate particular assets and develop long-term funding strategies; and
8. Asset management shall include but is not limited to the following elements:
 - a. Asset Inventory and State of the Asset;
 - b. Level of Service;
 - c. Critical Asset Identification;
 - d. Life Cycle Cost; and
 - e. Long-Term Funding Strategy.

B. Design and Performance Provisions:

1. Monitor the effectiveness of CMOM;
2. Upgrade the elements of the CMOM plan as necessary; and
3. Maintain a summary of CMOM activities.

C. Overflow Response Plan:

1. Know where overflows and back-ups within the facilities owned and operated by the Permittee occur;
2. Respond to each overflow or back-up to determine additional actions such as clean up; and
3. Locations where basement back-ups and/or sanitary sewer overflows occur shall be evaluated as soon as practicable for excessive inflow/infiltration, obstructions or other causes of overflows or back-ups as set forth in the System Evaluation Plan.

D. System Evaluation Plan:

1. Summary of existing SSO and Excessive I/I areas in the system and sources of contribution;
2. Evaluate plans to reduce I/I and eliminate SSOs;
3. Special provisions for Pump Stations and force mains and other unique system components; and
4. Construction plans and schedules for correction.

E. Reporting and Monitoring Requirements:

1. Program for SSO detection and reporting; and
2. Program for tracking and reporting basement back-ups, including general public complaints.

F. Third Party Notice Plan:

1. Describes how, under various overflow scenarios, the public, as well as other entities, would be notified of overflows within the Permittee's system that may endanger public health, safety or welfare;
2. Identifies overflows within the Permittee's system that would be reported, giving consideration to various types of events including events with potential widespread impacts;
3. Identifies who shall receive the notification;
4. Identifies the specific information that would be reported including actions that will be taken to respond to the overflow;
5. Includes a description of the lines of communication; and
6. Includes the identities and contact information of responsible POTW officials and local, county, and/or state level officials.

NPDES Permit No. IL0020729

Special Conditions

For additional information concerning USEPA CMOM guidance and Asset Management please refer to the following web site addresses.

http://www.epa.gov/npdes/pubs/cmom_guide_for_collection_systems.pdf and

http://water.epa.gov/type/watersheds/wastewater/upload/guide_smallsystems_assetmanagement_bestpractices.pdf

Duty to Mitigate. The Permittee shall take all reasonable steps to minimize any sludge use or disposal in violation of this Permit. Sludge monitoring must be conducted according to test procedures approved under 40 CFR 136 unless otherwise specified in 40 CFR 503, unless other test procedures have been specified in this Permit.

SPECIAL CONDITION 15. The Permittee shall record monitoring results on Discharge Monitoring Report (DMR) Forms using one such form for each outfall each month.

In the event that an outfall does not discharge during a monthly reporting period, the DMR Form shall be submitted with no discharge indicated.

The Permittee may choose to submit electronic DMRs (eDMRs) instead of mailing paper DMRs to the IEPA. More information, including registration information for the NetDMR program, can be obtained on the IEPA website, <http://www.epa.state.il.us/water/net-dmr/index.html>.

The completed Discharge Monitoring Report forms shall be submitted to IEPA no later than the 25th day of the following month, unless otherwise specified by the permitting authority.

Permittees not using eDMRs shall mail Discharge Monitoring Reports with an original signature to the IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attention: Compliance Assurance Section, Mail Code # 19
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

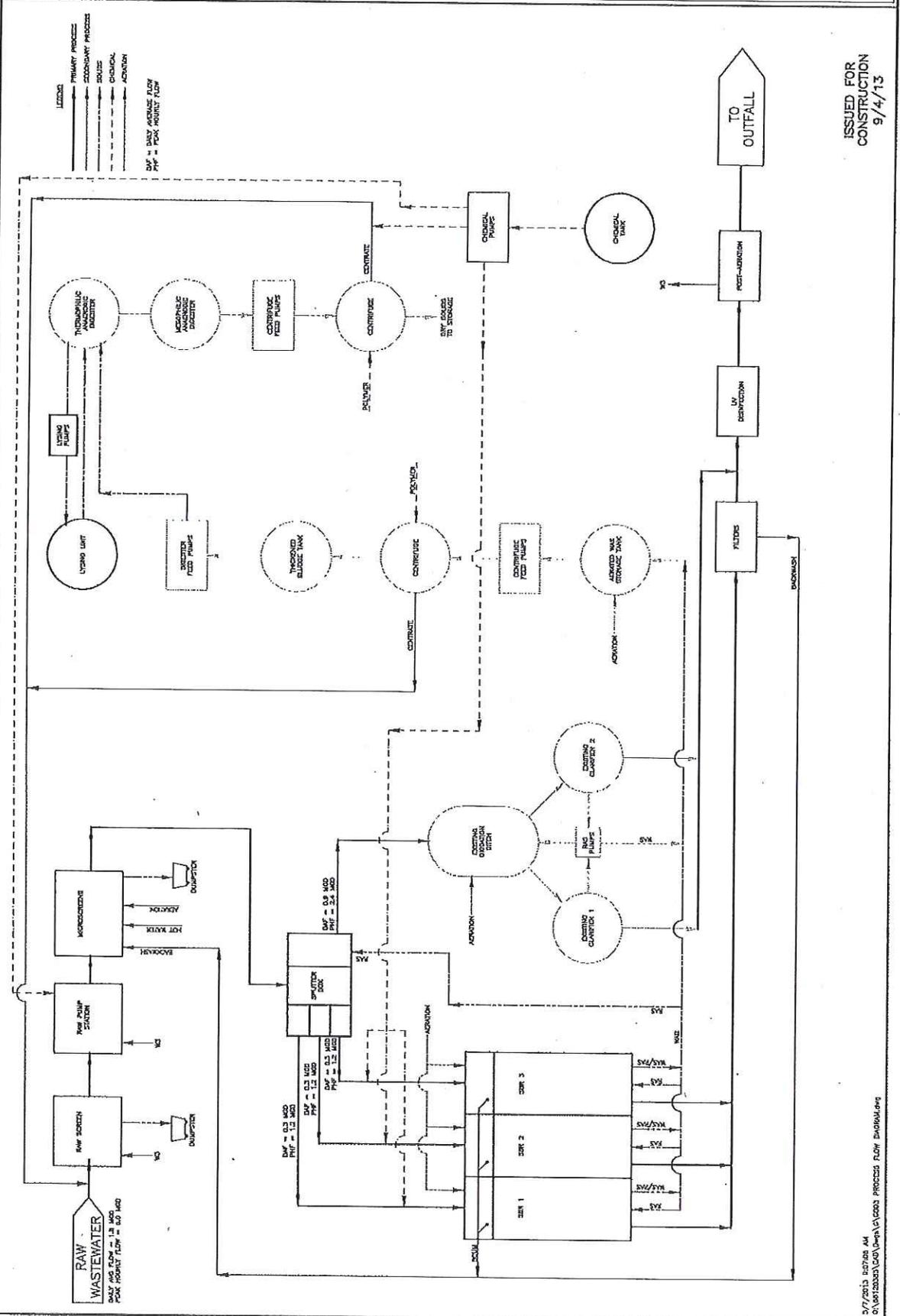
SPECIAL CONDITION 16. The Permittee shall operate facilities designed for biological nutrient removal (BNR). Monitoring for Total Nitrogen is required to document the actual total nitrogen effluent concentration. The Total Nitrogen effluent limits shall become effective one year after the completion and start of operation of the treatment plant expansion. The monitoring shall be a composite sample and the results reported as a monthly average on the Permittee's Discharge Monitoring Report Forms.

SPECIAL CONDITION 17. The Permittee is planning to employ a constructed wetland at this facility. The Permittee shall monitor the effluent prior to any constructed wetlands for compliance with the effluent limitations.

SPECIAL CONDITION 18. The Permittee shall make its treated wastewater available for non-potable uses. In November of each year, the Permittee shall report the quantities discharged and the amount diverted on the Discharge Monitoring Reports.

SPECIAL CONDITION 19. The Permittee shall, within 24 months of the effective date of this permit, complete a feasibility study that evaluates the timeframe, and construction and O & M costs of reducing phosphorus levels in its discharge to a level consistently meeting a limit of 0.5 mg/L and 0.1 mg/L, utilizing a range of treatment technologies including, but not necessarily limited to, biological phosphorus removal, chemical precipitation, or a combination of the two. The study shall evaluate the construction and O & M costs of the different treatment technologies for these limits on a monthly, seasonal, and annual average basis. For each technology and each phosphorus discharge level evaluated, the study shall also evaluate the amount by which the Permittee's typical household annual sewer rates would increase if the Permittee constructed and operated the specific type of technology to achieve the specific phosphorus discharge level. Within 24 months of the effective date of this Permit, the Permittee shall submit to the Agency a written report summarizing the results of the study

| | | | |
|-------------------------------------|---|---|---|
| REVISION DESCRIPTION NO. DATE BY | HRGreen 1420 S. ROCKFORD WENDELL, IL 60090 TEL: 815.355.1728 FAX: 815.355.1731 | CITY OF HARENGO WATERWORKS IMPROVEMENTS HARENGO, ILLINOIS GENERAL PROCESS FLOW DIAGRAM | G003 SHEET NO. 002 APPROVED DATE: 08/23/13 DATE: 08/23/13 BY: [Signature] CHECKED: [Signature] |
|-------------------------------------|---|---|---|



ISSUED FOR CONSTRUCTION
 9/4/13

5/7/2013 10:58 AM
 C:\Users\jacob\OneDrive\Documents\Process Flow Diagram.dwg



HRGreen

HR GREEN, INC. (HRG)
City of Marengo (CoM) Update
August 2, 2016



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

Table with 9 columns: Item No., HRG Project No./Name (City Acct), Tasks, CoM Action Required, HRG Action Required, Contract Amount, Billed To Date, Remaining Budget. Contains 8 rows of project details.

| Item No. | HRG Project No./Name (City Acct) | Tasks | CoM Action Required | HRG Action Required | Contract Amount | Billed To Date | Remaining Budget |
|----------|--|--|---|---|-----------------|----------------|------------------|
| 9. | 2016 Water Main Project 86140346.01 | Develop scope and fee for design and part-time construction services for approximately 1,800 LF of water main along US HWY 20 (Segment 3). Work consists of Segment 3 water main per agreement with 300 West LLC. Scope/Fee completed; review with City. | Review scope and fee for proposed work in July. Approve contract at next available Council meeting -- August 22 nd targeted for approval. | <ul style="list-style-type: none"> Coordinate with City to answer questions and work to get agreement approved in the month of August. Complete plans in late summer, bid in fall 2016, and complete in spring/summer 2017 with 300 West LLC Segment 1A | \$30,000.00 | \$0 | \$30,000.00 |
| 10. | 86160189 Battery Storage of Marengo | Plan Review No. 1 completed. Submitted to design engineer for revisions. <i>No status change or resubmittal</i> | Review plan recommendation and approve when letter from HR Green is received <i>No action required yet.</i> | 1 st submittal of plans received on 04/05/16. HR Green Review #1 to City on 04/28/16. Awaiting updated plan submittal. | \$3,705.00 | \$2,703.50 | \$1,001.50 |
| 11. | Brookside Meadows Punchlist 86160309 | Kickoff meeting held at City Hall Part-time observation as requested by Director of Public Works and contractor | Escrow account setup Kick off meeting held/attended Provide construction observation when required | Short Form Agreement needs approval Part-time observation Punchlist review | | | |
| 12. | 300 LLC Water Man Review 86160200 (Gen Con) | IEPA permit sent in. Awaiting contract to be let and pre-construction meeting to be setup | Attend meeting if required | Check on IEPA permit Part-time observation if required | | | |

Updated By: Tim Hartnett

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