

Posted: 11/9/2016

**REGULAR CITY COUNCIL MEETING**  
**November 14, 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:** October 24, 2016 Regular Meeting Minutes
- 6. Approval of the List of Bills**
- 7. Consent Agenda**
  - a. Action on an Ordinance Declaring Certain Municipal Property as Surplus
  - b. Authorization to Release the Brookside Meadows Phase 3 Letter of Credit Subject to Final Inspection and Acceptance by the Director of Public Works
  - c. Authorization to Cancel Regular City Council Meeting for December 12, 2016 and Establish a Special Meeting for December 19, 2016
- 8. New Business**
  - a. Presentation from Marengo Cemetery Board and Request for Direction on Cemetery Property Tax Levy
  - b. Request for Direction on an Ordinance Creating a Liquor License Classification for Specialty Wine Bars – Connie’s Corkery
  - c. Action on the Selection of a the Preferred Design Option for the Proposed Tollway Interchange at Route 23
  - d. Action on an Intergovernmental Agreement with McHenry County for McRide Services
  - e. Discussion and Request for Direction Regarding the Delivery of Building Inspection and Code Enforcement Services
  - f. Request for Direction and Discussion on a Professional Services Agreement with Layne Christensen for any Water/Well Related Projects
- 9. Mayor’s Statements and Reports**
- 10. Department Head and Staff Reports**
- 11. Reports and Statements from City Council**
- 12. Adjournment**

**Marengo City Council  
Regular Meeting Minutes  
City Council Chambers  
132 E. Prairie Street  
Marengo, IL 60152  
October 24, 2016**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Interim Chief of Police Rich Solarz led everyone in the Pledge of Allegiance.

ROLL CALL

Present this evening are Mayor Donald Lockhart; Aldermen 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, Interim Chief of Police Rich Solarz, Public Works Director Howard Moser, City Attorney Carlos Arevalo and City Engineer Tim Hartnett. Alderman Matt Keenum and Finance Director Jennifer Snelten were absent.

PUBLIC PARTICIPATION

A resident expressed concerns about the traffic on Route 23 during the construction phase of the I90/Rte 23 Interchange Project, and after the project is completed. (City Engineer Hartnett addressed those concerns during the presentation of information under New Business 7b.)

APPROVAL OF MINUTES - October 10, 2016 Regular Meeting Minutes

Alderman DeBoer noted that there was an error in the minutes (on the vote shown at the top of page 2) and that an amended copy of the minutes had been given to the Council.

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to approve the amended copy of the minutes from the October 10<sup>th</sup>, 2016 Regular Meeting. The aldermen voted as follows:

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

APPROVAL OF LIST OF BILLS

Alderman Todd Hall requested that two invoices be separated out from the List of Bills, to be discussed separately. The Council agreed, and the invoices from H. R. Green (page 6- #100667 in the amount of \$2,058.0, and page 7 - #107373 in the amount of \$4,666.50) were separated from the List of Bills.

There were questions raised on invoices regarding engineering services for the interchange design. City Engineer Hartnett explained the invoices, and why the City was paying them. These invoices will be "credited" to the City as their share of the expenses incurred for the project. There was a question on an invoice for legal services involving the Brookside Meadows annexation agreement and why it wasn't paid under retained personnel, and Administrator Boden answered that question.

Alderman Todd Hall made a motion, seconded by Alderman Nicole DeBoer, to pay the List of Bills. The aldermen voted as follows;

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

The Council discussed the two invoices from H. R. Green, generated from a request for information received, and were forwarded to the engineering firm for completion. City Engineer Hartnett explained the procedure that was followed to provide copies of emails between the City and H. R. Green for “any and all correspondence from January 1, 2015 to the date of the FOIA request.”

Alderman Todd Hall made a motion, seconded by Alderman Nicole DeBoer, to approve the payment of the two invoices from H. R. Green, one in the amount of \$2,058.00, and one in the amount of \$4,666.50. The aldermen voted as follows:

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

NEW BUSINESS

a. Presentation of Annual Police Pension Report from Marengo Police Pension Board  
Todd Schroder, with Lauterbach & Amen, LLP, presented information on the Actuarial valuation of the Marengo Police Pension Fund and explained their findings on where the City is at on their obligations for this fund. Options to increase the fund were discussed.

b. Discussion and Request for Direction on Design Options for the Proposed Tollway Interchange at Route 23

City Engineer Hartnett spoke about the concern expressed earlier on the access onto Route 23 when the construction process begins, and explained that work on Route 23 is conducted by IDOT and they have specific guidelines for width, access, etc. Administrator Boden verified that Route 23 would NOT be closed during the construction process.

H.R. Green presented 4 alternates being considered for the access ramps from the Tollway interchange at Route 23. Alternate 1 is a “Diamond with stop signs”; Alternate 2 is a “Diamond with roundabouts”; Alternate 3 is a “Parclo with stop signs”, and Alternate 4 is a “Parclo with roundabouts.” In terms of costs, Alternate 1 is the cheapest, Alternate 2 is next, Alternate 4 is next, and Alternate 3 is the most expensive. Alternate 4 is the preferred configuration by IDOT, the Tollway, and the County. The City will be asked for their preference at the November 14, 2016 meeting.

c. Action on an Intergovernmental Agreement with Marengo Township Regarding Utility Easements

The agreement involves operation and maintenance of water mains for Ritz Road and Railroad Street residents who will receive city water to help mitigate problems with private water well contamination.

Alderman Todd Hall made a motion, second by Alderman Nicole DeBoer, to approve the Intergovernmental Agreement (IGA) with Marengo Township regarding utility easements. The aldermen voted as follows:

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

Absent: Keenum  
The motion passed.

MAYOR'S STATEMENTS AND REPORTS

Mayor Lockhart had no report this evening.

DEPARTMENT HEAD AND STAFF REPORTS

Assistant City Administrator Joshua Blakemore spoke briefly on the pension fund payment situation and the percentages from 2009 to present. The City has received a letter from the Cemetery Board for funding, and that they are planning on attending the next Council meeting to discuss this. He and Gary attended the Police Pension Board meeting last week, and reviewed the City's situation with the board. Mayor and Josh met last week with representatives from Plum Garden Restaurant, in McHenry, on a possible new liquor license option, for the dispensing of wine & cheese at the Sullivan's strip mall location.

Public Works Director Howard Moser reported that the fall tree planting started today, and should be completed by tomorrow. One faulty hydrant has been replaced on Ann and Grant Highway. A water main connection on Courtney will be starting soon. Brush collection will start on November 7<sup>th</sup>. The final lift paving is underway in Brookside Meadows.

Interim Chief of Police Sgt Solarz is working with RadiCom on the possible purchase, by them, of the old Kenwood radios. The City currently has 10 of them.

City Engineer Tim Hartnett will be meeting Thursday with IDOT. They are meeting routinely with WWTP personnel.

City Administrator Gary Boden advised that the City is in discussion with the contractor at Unit 6 at Deerpass, on the final paving to be done to complete and correct the mistakes that were made. There was not enough milling done, and the over-paving was too much. The cost to correct these mistakes is \$60,000. Administrator Boden is asking if the Council would agree to waive the bidding process to allow the project to be done at this time, and the possibility of holding a special meeting to vote on the project. The Council's consensus was to proceed with the requests.

City Attorney Carlos Arevalo had no report.

REPORTS AND STATEMENTS FROM CITY COUNCIL

None

EXECUTIVE SESSION

a. Pursuant to 5 ILCS 120/2 (c) (1) to Discuss Matters Pertaining to Personnel  
Alderman Steve Mortensen made a motion, seconded by Alderman Todd Hall, to go to Executive Session, pursuant to 5ILCS 120/2 (c) (1) to discuss matters pertaining to personnel. The aldermen voted as follows:

Ayes: Miller, Smith, DeBoer, Martin, Hall and Mortensen  
Nays: 0  
Abstain: 0  
Absent: Keenum  
(Alderman Hammortree did not vote)

The motion passed.

*The Regular Meeting recessed at 8:55 PM*  
*The Regular Meeting reconvened at 9:14 PM*

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 9:15 PM.

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

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

DRAFT

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CITY OF MARENGO

BOARD MEETING: 11/14/16

BILLS PAYABLE REPORT FOR NOVEMBER, 2016

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WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$8,230.18
724136-11 NOVEMBER 2016 MEDICAL INSURANCE PLAN PREMIUMS EMPLOYEE SHARE	01-208-000	8,230.18
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$357.47
F015934-11 NOVEMBER 2016 LIFE INSURANCE PLAN PREMIUMS/ EMPLOYEE VOLUNTARY SHARE	01-208-002	357.47
METLIFE (1369)		\$660.18
KM05911825-11 NOVEMBER 2016 INSURANCE PLAN PREMIUMS/ EMPLOYEE SHARE	01-208-000	660.18
VISION SERVICE PLAN OF ILLINOIS (2199)		\$110.00
12222915-11 NOVEMBER 2016 VISION INSURANCE PLAN PREMIUMS/ EMPLOYEE SHARE	01-208-000	110.00
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$9,357.83
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
AT&T LONG DISTANCE (113)		\$4.44
858449892 9/23-10/22/16 LONG DISTANCE CHARGES/CITY HALL FAX	01-51-523.00	4.44
AZAVAR AUDIT SOLUTIONS, INC. (135)		\$66.82
12462 NOVEMBER 2016 CONTINGENCY PAYMENT/NICOR & COMED	01-51-688.04	66.82
BLUE CROSS BLUE SHIELD (228)		\$4,407.86
724136-11 NOVEMBER 2016 MEDICAL INSURANCE PLAN PREMIUMS CITY SHARE	01-51-403.00	4,407.86
GARY W. BODEN (2725)		\$939.32
MILEAGE REIMBURSEMENT/ 1/7-10/27/16/1708 TOTAL MILES	01-51-480.05	922.32
REIMBURSEMENT TRAIN TICKETS/ILLINOIS MUNICIPAL LEAGUE MEETING IN CHICAGO	01-51-480.05	17.00
CHARTER COMMUNICATIONS (380)		\$338.92
824511663007162 11/1-11/31/16 PHONE SERVICES/CITY HALL	01-51-523.00	338.92
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$96.25
F015934-11 NOVEMBER 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	96.25
11TH STREET EXPRESS-PRINTING, INC. (623)		\$574.33
118352 2017 PARKING PERMITS, AMUSEMENT LICENSES & VIDEO GAMING LICENSES	01-51-533.02	574.33
FERGUSON WATERWORKS #2516 (3022)		\$591.52
0217811 MANHOLE DEBRIS CATCHER	01-51-435.05	591.52
FIRST NATIONAL BANK OF OMAHA (2575)		\$32.26
352417 PRESS PLUS/NORTHWEST HERALD WEB SUBSCRIPTION/BODEN	01-51-531.00	7.99
701915 SULLIVANS FOOD/M. WAYNE RETIREMENT CAKE	01-51-580.00	24.27
HINCKLEY SPRINGS (2998)		\$20.65
14457314092516 WATER DELIVERY	01-51-565.01	20.65
HR GREEN, INC. (1945)		\$11,502.00
107416 8/13-9/16/16 ENGINEERING SERVICES/INTERCHANGE DESIGN STUDY	01-51-636.00	11,502.00
86140257/REIMBURSABLE BY MCDOT		
LINDSAY AUTO PARTS, INC. (1204)		\$137.52
948257 SAFETY GLASSES	01-51-435.05	137.52
MARENGO GREENHOUSE & FLORIST, INC. (1267)		\$92.00
103116 BEREAVEMENT PLANT/ZWICKY	01-51-580.04	52.00
103116 PLANT/SNELTEN	01-51-580.04	40.00
MCHENRY COUNTY DIV. OF TRANSPORTATION (3019)		\$1,834.75
9/20 OCTOBER 2016 LOCAL SHARE/MCRIDE	01-51-588.01	1,834.75
METLIFE (1369)		\$481.49
KM05911825-11 NOVEMBER 2016 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	481.49

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BILLS PAYABLE REPORT FOR NOVEMBER, 2016

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WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
NORTHERN SAFETY CO., INC. (1546)		\$541.42
902161175 SAFETY JACKETS	01-51-435.05	541.42
OFFICE DEPOT (1575)		\$16.23
871132091001 COMMAND HOOKS AND PENS	01-51-565.01	16.23
VISION SERVICE PLAN OF ILLINOIS (2199)		\$48.21
12222915-11 NOVEMBER 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	48.21
VERIZON WIRELESS (2787)		\$223.63
687248174-00001 9/16-10/15/16 SERVICE/CITY HALL	01-51-523.00	223.63
TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES		\$21,949.62
<u>POLICE DEPARTMENT EXPENDITURES</u>		
AT&T (109)		\$257.33
81520400047851 9/17-10/16/16 RADIO CIRCUIT/WATER TOWER TO PD	01-52-523.00	257.33
BLUE CROSS BLUE SHIELD (228)		\$16,534.04
724136-11 NOVEMBER 2016 MEDICAL INSURANCE PLAN PREMIUMS CITY SHARE	01-52-403.00	16,534.04
CHARTER COMMUNICATIONS (380)		\$400.41
824511663000123 11/1-11/31/16 INTERNET SERVICES/POLICE	01-52-512.00	49.98
824511663000123 11/1-11/31/16 PHONE SERVICES/POLICE	01-52-523.00	350.43
CHICAGO PARTS & SOUND LLC (3059)		\$320.00
796842 FORD TECH TRAINING FOR INTERCEPTORS/10/20- 10/21/16/YEARTON	01-52-430.00	320.00
CINTAS CORPORATION #355 (411)		\$77.14
355298491 MATS/POLICE	01-52-510.00	77.14
CMS LESO (2965)		\$300.00
101916 LESO DUES	01-52-443.00	300.00
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$161.87
F015934-11 NOVEMBER 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	161.87
MSC - 410526 (579)		\$39.70
1000563549 BREAKROOM SUPPLIES	01-52-565.02	33.20
1000564423 CLEANING SUPPLIES	01-52-565.02	6.50
FIRST NATIONAL BANK OF OMAHA (2575)		\$134.51
213117 GALLS/EVIDENCE BAGS	01-52-565.02	61.10
252727 SAFARILAND/MIKROSIL	01-52-565.02	17.76
365267 LYNNPEAVEY.COM/EVIDENCE TAPE	01-52-565.02	55.65
HINCKLEY SPRINGS (2998)		\$140.32
14457314092516 WATER DELIVERY	01-52-565.02	140.32
INTERSTATE BATTERIES OF ROCKFORD, INC. (1043)		\$422.90
300366538 BATTERY/M8	01-52-511.00	203.95
500513517 BATTERY/M6	01-52-511.00	218.95
JACK WOLF IN BELVIDERE (2622)		\$197.24
188727 VENT VALVE REPAIR/M5	01-52-511.00	197.24
LINDSAY AUTO PARTS, INC. (1204)		\$16.64
946005 MIRROR GLUE FOR CAMERA MOUNT	01-52-511.00	7.04
946622 OIL FILTERS	01-52-511.00	9.60
METLIFE (1369)		\$1,195.12
KM05911825-11 NOVEMBER 2016 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	1,195.12

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>POLICE DEPARTMENT EXPENDITURES</u>		
OFFICE DEPOT (1575)		\$47.58
871132091001 INK CARTRIDGES AND PENS	01-52-565.02	47.58
VISION SERVICE PLAN OF ILLINOIS (2199)		\$177.26
12222915-11 NOVEMBER 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	177.26
VERIZON WIRELESS (2787)		\$223.63
687248174-00001 9/16-10/15/16 SERVICE/POLICE DEPT	01-52-523.00	223.63
VETO ENTERPRISES, INC. (2415)		\$225.00
28840 SECURE IDLE IGNITION OVERRIDE SYSTEM/M8	01-52-511.00	225.00
ZUKOWSKI, ROGERS, FLOOD & MCARDLE (2325)		\$4,569.67
122580 OCTOBER 2016 LEGAL SERVICES/TRAFFIC	01-52-637.00	4,569.67
TOTAL POLICE DEPARTMENT EXPENDITURES		\$25,440.36
<u>STREET DEPARTMENT EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$6,424.31
724136-11 NOVEMBER 2016 MEDICAL INSURANCE PLAN PREMIUMS CITY SHARE	01-53-403.00	6,424.31
C&L SERVICE & SUPPLY CO. INC. (310)		\$32.95
89501 SAW BLADE	01-53-511.00	32.95
CHARTER COMMUNICATIONS (380)		\$91.26
824511663000144 11/1-11/31/16 PHONE SERVICES/STREETS	01-53-523.00	91.26
CINTAS CORPORATION #355 (411)		\$461.80
355295349 UNIFORMS	01-53-469.00	92.36
355298198 UNIFORMS	01-53-469.00	92.36
355301159 UNIFORMS	01-53-469.00	92.36
355304138 UNIFORMS	01-53-469.00	92.36
355307078 UNIFORMS	01-53-469.00	92.36
COMED (438)		\$389.02
2891090021 9/12-10/11/16 SERVICE/STREET LIGHTING/CITY OWNED STREET LIGHTS/ELECTRIC USAGE CHARGES	01-53-527.00	389.02
COMED (439)		\$6,150.37
1488129005 8/16-9/15/16 SERVICE/STREET LIGHTING/ STREET LIGHTS OWNED BY COMED/RENTAL, MAINTENANCE & USAGE CHARGES	01-53-527.00	6,112.96
2361160029 9/10-10/10/16 SERVICE/STREET LIGHTING/CITY LOT #2/ELECTRIC USAGE CHARGES	01-53-527.00	37.41
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$50.98
F015934-11 NOVEMBER 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	50.98
ED'S AUTOMOTIVE (609)		\$72.00
33994 INSPECTION/T11	01-53-511.00	29.00
33994 INSPECTION/T70	01-53-511.00	43.00
HD SUPPLY WATERWORKS, LTD. (872)		\$234.40
G303213 CULVERT PIPES	01-53-525.00	234.40
LINDSAY AUTO PARTS, INC. (1204)		\$46.20
945710 ANCHOR SHACKLES	01-53-511.00	15.98
945801 CREDIT-RETURN OF ANCHOR SHACKLE/ORG. INV. 945710	01-53-511.00	-15.98
945852 ANCHOR SHACKLE	01-53-593.00	7.99
945991 ANCHOR SHACKLE	01-53-593.00	7.99
949086 NITRILE GLOVES	01-53-567.00	30.22

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>STREET DEPARTMENT EXPENDITURES</u>		
MENARD'S (1364)		\$130.98
16177 PVC ELBOW AND DRAINS	01-53-525.00	16.02
16179 SEWER PIPE	01-53-525.00	7.45
16299 WRENCH, SCREWS, CHAIN LUBE, BLEACH, AND LEAF RAKE	01-53-593.00	107.51
METLIFE (1369)		\$513.56
KM05911825-11 NOVEMBER 2016 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	513.56
MID-WEST TRUCKERS ASSOCIATION (2607)		\$198.00
639366 ANNUAL RANDOM DRUG SCREENING PROGRAM RENEWAL	01-53-438.02	198.00
NEWMAN TRAFFIC SIGNS (1508)		\$254.79
TI-0303493 PURPLE HEART MEMORIAL DIRECTION SIGN & BRACKET	01-53-513.01	254.79
VISION SERVICE PLAN OF ILLINOIS (2199)		\$73.02
12222915-11 NOVEMBER 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	73.02
VERIZON WIRELESS (2787)		\$200.40
687248174-00001 9/16-10/15/16 SERVICE/STREETS	01-53-523.00	200.40
RICHARD S. YEARTON (2306)		\$66.10
MILEAGE REIMBURSEMENT/FACTORY MOTOR PARTS OPEN HOUSE AND FORD MOTORCRAFT CLASSES/OCTOBER 26, 2016/122.4 MILES ROUNDTRIP	01-53-430.00	66.10
TOTAL STREET DEPARTMENT EXPENDITURES		\$15,390.14
<u>PUBLIC GROUNDS, WORKS &amp; BEAUTIFICATION EXPENDITURES</u>		
CHARTER COMMUNICATIONS (380)		\$74.99
824511663002179 10/16-11/15/16 INTERNET SERVICES/CITY HALL	01-54-526.03	74.99
CINTAS CORPORATION #355 (411)		\$72.88
355298491 MATS/CITY HALL	01-54-510.00	72.88
COMED (438)		\$22.56
2796543007 8/10-9/9/16 SERVICE/109 E. WASHINGTON	01-54-526.03	22.56
CONSERV FS, INC. (460)		\$112.50
61003212 GRASS SEED	01-54-567.00	112.50
CONSOLIDATED MATERIALS (2975)		\$700.00
10172 DISPOSAL OF SPOILS	01-54-515.00	600.00
9983 DISPOSAL OF SPOILS	01-54-515.00	100.00
HD SUPPLY WATERWORKS, LTD. (872)		\$199.55
G367539 FIRE HYDRANTS/CALVIN SPENCER PARK	01-54-592.00	199.55
JOHN HELLYER (879)		\$1,750.00
101716 REMOVAL AND DISPOSAL OF TWO TREES/ 117 FORD	01-54-588.04	1,750.00
LINDSAY AUTO PARTS, INC. (1204)		\$21.62
947369 SPARK PLUG AND BUSHING/GENERATOR	01-54-512.00	21.62
UNITED LABORATORIES (2153)		\$466.94
INV170264 ICE MELT, DEGREASER & CAULK	01-54-567.00	466.94
TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		\$3,421.04
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$-1,273.62
724136-11 SUBSCRIBER FEE ADJUSTMENTS FOR NOVEMBER 2016 WAYNE	01-55-403.00	-1,273.62

CITY OF MARENGO

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
CHARTER COMMUNICATIONS (380)		\$435.02
824511663000144 11/1-11/31/16 INTERNET SERVICES/PUBLIC WORKS	01-55-512.00	69.98
824511663000144 11/1-11/31/16 PHONE SERVICES/PUBLIC WORKS	01-55-523.00	365.04
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$3.86
F015934-11 NOVEMBER 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-55-403.00	3.86
HINCKLEY SPRINGS (2998)		\$72.77
14457314092516 WATER DELIVERY	01-55-565.00	72.77
METLIFE (1369)		\$-85.19
KM05911825-11 SUBSCRIBER FEE ADJUSTMENT FOR NOVEMBER 2016 WAYNE	01-55-403.00	-85.19
VERIZON WIRELESS (2787)		\$151.80
687248174-00001 9/16-10/15/16 SERVICE/BUILDING DEPT	01-55-523.00	151.80
TOTAL BUILDING DEPARTMENT EXPENDITURES		\$-695.36

GENERAL CORPORATE FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	9,357.83
51	ADMINISTRATION DEPARTMENT	21,949.62
52	POLICE DEPARTMENT	25,440.36
53	STREET DEPARTMENT	15,390.14
54	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	3,421.04
55	BUILDING DEPARTMENT	-695.36
TOTAL GENERAL CORPORATE FUND EXPENDITURES		74,863.63

## CITY OF MARENGO

BOARD MEETING: 11/14/16

BILLS PAYABLE REPORT FOR NOVEMBER, 2016

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WARRANT NO.: 1

MOTOR FUEL TAX FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PETER BAKER & SON (150)		\$1,965.95
13875 HOT MIX ASPHALT/GRACE STREET IMPROVEMENTS	20-00-713.01	741.05
13994 HOT MIX ASPHALT/STREET REPAIRS	20-00-713.01	1,224.90
THE BANK OF NEW YORK MELLON TRUST COMP (158)		\$92,357.50
MARENGOBAB10 2010 BONDS/INTEREST PAYMENT	20-00-787.00	32,357.50
MARENGOBAB10 2010 BONDS/PRINCIPAL PAYMENT	20-00-787.00	60,000.00
TOTAL MOTOR FUEL TAX FUND EXPENDITURES		\$94,323.45

CITY OF MARENGO

BOARD MEETING: 11/14/16

BILLS PAYABLE REPORT FOR NOVEMBER, 2016

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WARRANT NO.: 1

RETAINED PERSONNEL FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
HR GREEN, INC. (1945)		\$4,324.66
107497 8/13-9/16/16 ENGINEERING SERVICES/GLIDEPATH RETAINED PERSONNEL/86160189	22-215-000	120.00
107498 8/13-9/16/16 ENGINEERING SERVICES/SETTLERS COVE PHOENIX EAGLE BUILDERS/86160155	22-215-000	885.08
107499 8/13-9/16/16 ENGINEERING SERVICES/DEERPASS MEADOWS II BESINGER/86160154	22-215-000	1,492.10
107500 8/13-9/16/16 ENGINEERING SERVICES/WOODSTONE DEERPASS ESTATES VII/86160153	22-215-000	1,827.48
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$4,324.66

RETAINED PERSONNEL FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	4,324.66
	TOTAL RETAINED PERSONNEL FUND EXPENDITURES	4,324.66

## CITY OF MARENGO

BOARD MEETING: 11/14/16

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WARRANT NO.: 1

WATER &amp; SEWER FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>WATER DEPARTMENT EXPENDITURES</u>		
ACE HARDWARE (CRTS INC.) (14)		\$16.29
159775 COPIES OF WATER TOWER KEYS	30-70-510.00	16.29
AMERICAN PUBLIC WORKS ASSOCIATION (67)		\$184.00
675186 12/1/16-11/30/17 ANNUAL MEMBERSHIP DUES/ MOSER	30-70-443.00	184.00
BLUE CROSS BLUE SHIELD (228)		\$1,498.17
724136-11 NOVEMBER 2016 MEDICAL INSURANCE PLAN PREMIUMS CITY SHARE	30-70-403.00	1,498.17
CHARTER COMMUNICATIONS (380)		\$91.25
824511663000144 11/1-11/31/16 PHONE SERVICES/WATER DEPT	30-70-523.00	91.25
CINTAS CORPORATION #355 (411)		\$110.95
355295349 UNIFORMS	30-70-469.00	22.19
355298198 UNIFORMS	30-70-469.00	22.19
355301159 UNIFORMS	30-70-469.00	22.19
355304138 UNIFORMS	30-70-469.00	22.19
355307078 UNIFORMS	30-70-469.00	22.19
COMED (438)		\$1,380.62
1017202024 8/12-9/13/16 SERVICE/501 NICOLE/WELL 8	30-70-526.00	1,230.59
2512078001 8/8-9/7/16 SERVICE/416 STEVENSON	30-70-526.00	56.67
3279033030 8/17-9/16/16 SERVICE/0 BRIDEN DR	30-70-526.00	49.27
3812080106 8/17-9/16/16 SERVICE/240 N. PROSPECT	30-70-526.00	44.09
CONSTELLATION NEWENERGY, INC. (463)		\$1,820.03
35226069 8/17-9/15/16 SERVICE/840 GREENLEE	30-70-526.00	1,417.72
35226076 8/17-9/15/16 SERVICE/105 LYNN DR/PUMP STATION	30-70-526.00	402.31
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$16.68
F015934-11 NOVEMBER 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	16.68
DEBT SERVICE FUND (532)		\$22,254.25
NOVEMBER 2016 DEBT SERVICE PAYMENTS TRANSFER TO DEBT SERVICE FUND	30-70-587.00	22,254.25
HD SUPPLY WATERWORKS, LTD. (872)		\$1,215.69
G281422 VALVES AND COUPLINGS	30-70-512.06	493.69
G285839 VALVE BOX ASSEMBLY	30-70-512.06	722.00
HR GREEN, INC. (1945)		\$1,043.75
105382 GIS TRAINING/ PROJECT 86110238.02	30-70-635.00	1,043.75
MCHENRY ANALYTICAL WATER LAB INC (1345)		\$242.50
1605467 WATER SAMPLE TESTING	30-70-638.00	212.50
592345 WATER SAMPLE TESTING	30-70-638.00	30.00
METLIFE (1369)		\$226.92
KM05911825-11 NOVEMBER 2016 INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	226.92
MID-WEST TRUCKERS ASSOCIATION (2607)		\$198.00
639366 ANNUAL RANDOM DRUG SCREENING PROGRAM RENEWAL	30-70-438.02	198.00
USA BLUE BOOK (2169)		\$568.09
093349 FILTER ELEMENTS, NITROGEN TEST PACKS, AND PETRI DISHES	30-70-565.01	568.09
VISION SERVICE PLAN OF ILLINOIS (2199)		\$27.14
12222915-11 NOVEMBER 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	27.14
VERIZON WIRELESS (2787)		\$100.16
687248174-00001 9/16-10/15/16 SERVICE/WATER DEPT	30-70-523.00	100.16
TOTAL WATER DEPARTMENT EXPENDITURES		\$30,994.49

## CITY OF MARENGO

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WATER &amp; SEWER FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>SANITARY &amp; WASTEWATER DEPARTMENT EXPENDITURES</u>		
AT&T UVERSE (3018)		\$55.00
144219884 9/13-10/12/16 INTERNET SERVICE/WWTP	30-75-523.00	55.00
BLUE CROSS BLUE SHIELD (228)		\$3,097.75
724136-11 NOVEMBER 2016 MEDICAL INSURANCE PLAN PREMIUMS CITY SHARE	30-75-403.00	3,097.75
BMO HARRIS BANK N.A. (2638)		\$20,230.50
19971424 PRINCIPAL AND INTEREST PAYMENT/180 8TH AVE.	30-75-587.00	20,230.50
CINTAS CORPORATION #355 (411)		\$331.50
355295349 UNIFORMS	30-75-469.00	66.30
355298198 UNIFORMS	30-75-469.00	66.30
355301159 UNIFORMS	30-75-469.00	66.30
355304138 UNIFORMS	30-75-469.00	66.30
355307078 UNIFORMS	30-75-469.00	66.30
CINTAS FIRST AID & SAFETY (2993)		\$31.74
5006416633 REPLENISH FIRST AID KIT	30-75-565.02	31.74
COMED (438)		\$106.14
0588136038 8/10-9/9/16 SERVICE/800 N. STATE/LIFT STATION	30-75-526.00	106.14
CONSTELLATION NEWENERGY, INC. (463)		\$9,612.80
35028398 8/10-9/8/16 SERVICE/1350 N. STATE/WWTP	30-75-526.00	9,612.80
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$28.59
F015934-11 NOVEMBER 2016 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	28.59
DEBT SERVICE FUND (532)		\$22,254.25
NOVEMBER 2016 DEBT SERVICE PAYMENTS TRANSFER TO DEBT SERVICE FUND	30-75-587.00	22,254.25
HINCKLEY SPRINGS (2998)		\$14.37
14457314092516 WATER DELIVERY	30-75-565.01	14.37
HR GREEN, INC. (1945)		\$1,043.75
105382 GIS TRAINING/ PROJECT 86110238.02	30-75-635.00	1,043.75
LINDSAY AUTO PARTS, INC. (1204)		\$187.77
945560 DISCONNECT FOR KOHLER PORTABLE GENERATOR	30-75-511.02	30.97
947054 VALVE PLATE AND GASKET	30-75-511.02	156.80
LORCHEM TECHNOLOGIES, INC. (2702)		\$56.28
62093 FILTER/PRESSURE WASHER	30-75-511.02	56.28
MCHENRY ANALYTICAL WATER LAB INC (1345)		\$935.00
592247 LAB SAMPLE TESTING	30-75-635.00	935.00
METLIFE (1369)		\$226.02
KM05911825-11 NOVEMBER 2016 INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	226.02
MID-WEST TRUCKERS ASSOCIATION (2607)		\$198.00
639366 ANNUAL RANDOM DRUG SCREENING PROGRAM RENEWAL	30-75-635.00	198.00
SCHAEFFER MFG. CO. (1856)		\$137.35
MFx1021-INV1 GREASE/WWTP	30-75-565.02	137.35
TOM SCHULER (3099)		\$32.31
REIMBURSEMENT UNIFORM ALLOWANCE	30-75-469.00	32.31
VISION SERVICE PLAN OF ILLINOIS (2199)		\$41.43
12222915-11 NOVEMBER 2016 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	41.43
VERIZON WIRELESS (2787)		\$143.04
687248174-00001 9/16-10/15/16 SERVICE/WWTP	30-75-523.00	143.04

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WATER & SEWER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TOTAL SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		\$58,763.59

WATER & SEWER FUND RECAP

CODE	DESCRIPTION	AMOUNT
70	WATER DEPARTMENT	30,994.49
75	SANITARY & WASTEWATER DEPARTMENT	58,763.59
	TOTAL WATER & SEWER FUND EXPENDITURES	89,758.08

CITY OF MARENGO

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DEBT SERVICE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>2005 BONDS EXPENDITURES</u>		
THE BANK OF NEW YORK MELLON (159)		\$352,245.00
MARENGO05 2005 BONDS/PRINCIPAL PAYMENT	43-05-787.00	345,000.00
MARENGO05 2005 BONDS/INTEREST PAYMENT	43-05-787.01	7,245.00
TOTAL 2005 BONDS EXPENDITURES		\$352,245.00
<u>2014 BONDS EXPENDITURES</u>		
AMALGAMATED BANK OF CHICAGO (2967)		\$99,075.00
BOND ISSUE 5486 GO BOND (ALTERNATIVE REVENUE)/PRINCIPAL PAYMENT	43-14-787.00	25,000.00
BOND ISSUE 5486 GO BOND (ALTERNATIVE REVENUE)/INTEREST PAYMENT	43-14-787.01	74,075.00
TOTAL 2014 BONDS EXPENDITURES		\$99,075.00

DEBT SERVICE FUND RECAP		
CODE	DESCRIPTION	AMOUNT
05	2005 BONDS	352,245.00
14	2014 BONDS	99,075.00
TOTAL DEBT SERVICE FUND EXPENDITURES		451,320.00

CITY OF MARENGO

BOARD MEETING: 11/14/16

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SUMMARY ALL FUNDS

BANK ACCOUNT	BANK	DESCRIPTION	AMOUNT
01-102-000	01	GENERAL CORPORATE FUND-CASH IN BANK	74,863.63 *
20-102-000	20	MOTOR FUEL TAX FUND-CASH IN BANK	94,323.45 *
22-102-000	22	RETAINED PERSONNEL FUND-CASH IN BANK	4,324.66 *
30-102-000	30	WATER & SEWER FUND-CASH IN BANK	89,758.08 *
43-102-000	43	DEBT SERVICE FUND-CASH IN BANK	451,320.00 *
TOTAL ALL FUNDS			714,589.82 **

7A

**ORDINANCE 16-11-**  
**AN ORDINANCE AUTHORIZING THE SALE OR DISPOSAL**  
**OF SURPLUS PROPERTY OWNED**  
**BY THE CITY OF MARENGO**

WHEREAS, in the opinion of a majority of the corporate authorities holding office in the City of Marengo, McHenry County, Illinois, that it is no longer necessary or useful and is in the best interests of the City of Marengo not to retain the property identified on the attached **Schedule A**.

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

SECTION 1: Pursuant to 65 ILCS 5/11-76-4 of the Illinois Municipal Code, the Mayor and Aldermen find that the described property now owned by the City of Marengo and identified on Schedule A, is no longer necessary or useful to the City of Marengo and the best interest of the City of Marengo will be served by their sale or disposal.

SECTION 2: Pursuant to said Section 5/11-76-4, City Interim Police Chief, Rich Solarz is hereby authorized and directed to sell or dispose of the described property on Schedule A, in a manner deemed appropriate. This authorization includes, but is not limited to, participation in an auction in which a percentage of the sale proceeds are retained as an auctioneer fee.

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 ordinance, 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:  
Abstained:

APPROVED:

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Donald B. Lockhart, Mayor

ATTEST:

BY: \_\_\_\_\_  
Constance J. Boxleitner, Clerk

Passed:  
Approved:  
Published:

(ATTACHMENT REQUIRED)

(SEAL)

## SCHEDULE A

### Surplus Items

#### **(10) TK05220K Kenwood Radio's**

S/N #: B1100193  
B1100198  
B1100192  
B1100197  
B1100200  
B1100195  
B1100194  
B1100196  
B1100199  
B1100191

#### **(22) Kenwood Radio Batteries**

#### **(9) Kenwood Radio Mic's**

#### **(4) Kenwood Radio Chargers**

#### **(1) Kenwood Multi Unit Radio Charger**

#### **Miscellaneous Kenwood Radio Accessories**

##### **2- Laptop**

Panasonic Toughbook

Model #: CF-30

S/N: 91KYA82338

91KYA82277

Color: Silver & Black

##### **1 – LG G4 Cell Phone**

7B

TO: Mayor and City Council  
FROM: Gary Boden, City Administrator  
DATE: November 9, 2016  
RE: Authorizing the Release of the Brookside Meadows Phase 3 Letter of Credit Subject to a Final Inspection and Acceptance by the Director of Public Works

At long last this project was completed yesterday (November 8). Given that Friday is a legal city holiday, the inspection walk through with our staff (including the city engineer) cannot be scheduled until next week. While we don't expect the final inspection will yield any problems, being asked is that administrative acceptance become the final trigger for the release.

8A

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## AGENDA SUPPLEMENT

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**TO:** Mayor and City Council

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

**FOR:** November 14, 2016 Regular City Council Meeting

**RE:** Request for Direction on Cemetery Tax Levy

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Attached is a letter from the Cemetery Board outlining their budget for the next few fiscal years and making a request for the reinstatement of the \$30,000 to the Cemetery Board from the annual tax levy. As was mentioned during previous meetings, the tax levy process will require the approval of a resolution stating the City's intent to levy for the upcoming year and then formal approval of the tax levy ordinance at the December Council meeting. Prior to setting the levy request amounts, staff is seeking direction from the City Council on this matter.

As you are aware, we have been levying \$100 over the last few years in order to maintain that line item on the levy. For accounting purposes and appropriate allocation of funds, if the Council intends to contribute to the Cemetery Board, in any amount greater than \$100, it should preferably be done during the levy. It could also be done during the assembly of the FY 17/18 Budget, but that would then require a transfer of funds from the General Fund to the Cemetery Board. As staff has previously mentioned, it is currently anticipated the City will receive an estimated additional \$11,000 in property tax revenue, city-wide, if we were to ask for our maximum allowable increase. As we heard at the previous City Council meeting, the outstanding Police Pension obligation will also need to be addressed, which is currently funded via property tax revenue.

Representatives from the Cemetery Board will be in attendance during Monday's meeting to answer any questions the Council may have. Staff is requesting direction on what, if any, the Council would like to levy for the Cemetery Board. If the Council does not address this at the time of the levy, a General Fund transfer could take place next year.

# MARENGO CEMETERY BOARD OF MANAGERS

MARENGO, ILLINOIS

TO: Mayor Donald Lockhart and City Council Members  
FROM: Cemetery Board of Managers  
DATE: October 18, 2016  
RE: Cemetery Request to Reinstate Levy

As you know, the City approved a tax levy that significantly reduced support to the Cemetery starting in fiscal year 2015-2016. This has resulted in depletion of Marengo City Cemetery investment funds. Prior to fiscal year end 4/30/16, the five year average of tax revenue received by the Cemetery was \$33,000. As we approach the end of the second year with little to no support from the City, our Board met again in October to review our financial status.

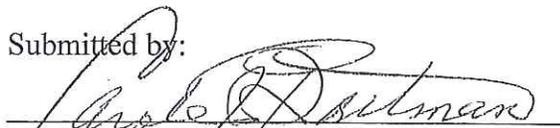
Enclosed is our projected loss for fiscal year 2016-2017, our proposed budget for 2017-2018, and our summary of income and expenses since fiscal year end 4/30/11. We estimate that after this year's loss, our general fund investments will be down to \$184,000. Without additional levy from the City in 2017-2018 our general fund investments will be down to \$146,000. At this rate the Cemetery will not have sufficient funds to operate in 4 years.

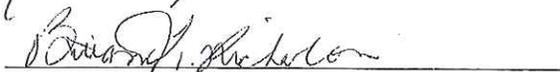
Beginning General Fund Investment Balance 05/01/16	\$216,000
Projected Loss Fiscal Year ending 2017	-32,000
Projected Ending Balance 04/30/2017	184,000
Projected Loss Fiscal Year Ending 2018	-38,000
Projected Ending Balance 04/30/2018	146,000

We are, therefore, respectfully requesting the City reinstate a \$30,000 tax levy for funds to be distributed in fiscal year 2017-2018. While this amount will not fill our budget deficit completely, it will help to make the long term sustainability of the Cemetery more feasible.

If further information is required, please contact any of our Board Members.

Submitted by:

  
Carole J. Bartman, Board Member

  
Brittany L. Richardson, Board Member

  
James Lenk, Board Member

  
George A. Bauman, Manager

**MARENGO CEMETERY BOARD OF MANAGERS**  
**MARENGO, ILLINOIS**

5/01/16 – 4/30/17

**BUDGET**

**INCOME:**

Lot Sales (9 x \$475)	\$4,275.00
Perpetual Care Sales (9 x \$125)	1,125.00
Interest on Investments	8,000.00
Grave Openings (12 x \$775)	9,300.00
Taxes from City Levy	100.00
House Rent (12 x \$850)	10,200.00
Miscellaneous	200.00

**TOTAL INCOME: \$33,200.00**

**EXPENSES:**

Payroll	\$26,500.00
Administrative (12 x \$1300)	15,600.00
Equipment, Repairs, Gas, etc.	7,500.00
Insurance & Bonds	1,500.00
Maintenance & Improvements (Incl. tree removal)	3,000.00
Grave Openings (12 x \$425)	5,100.00
Utilities	2,650.00
Bank Fees	65.00
Workers Comp (reimbursed to City)	2,500.00
Miscellaneous	1,000.00

**TOTAL EXPENSES: \$65,415.00**

**PROJECTED LOSS: \$32,215.00**

**MARENGO CEMETERY BOARD OF MANAGERS**  
**MARENGO, ILLINOIS**

5/01/17 – 4/30/18  
**PROPOSED BUDGET**

**INCOME:**

Lot Sales (8 x \$475)	\$3,800.00
Perpetual Care Sales (8 x \$125)	1,000.00
Interest on Investments	2,000.00
Grave Openings (15 x \$775)	11,625.00
Taxes from City Levy	100.00
House Rent (12 x \$850)	10,200.00
<b>TOTAL INCOME:</b>	<b>\$28,725.00</b>

**EXPENSES:**

Payroll	\$27,000.00
Administrative (12 x \$1300)	15,600.00
Equipment, Repairs, Gas, etc.	8,000.00
Insurance	600.00
Maintenance & Improvements (Incl. tree removal)	3,000.00
Grave Openings (15 x \$425)	6,375.00
Utilities	2,700.00
Bank Fees	70.00
Workers Comp (reimbursed to City)	2,600.00
Miscellaneous	1,000.00
<b>TOTAL EXPENSES:</b>	<b>\$66,945.00</b>

**PROJECTED LOSS (without add't levy from city) \$38,220.00**

Marengo City Cemetery

COMPARATIVE FINANCIAL INFORMATION

Year Ending	4/30/2011	4/30/2012	4/30/2013	4/30/2014	4/30/2015	4/30/2016
<b>Income</b>						
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
<b>Expenses</b>						
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	\$15,450.00
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
<b>Investments</b>						
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

## MARENGO CEMETERY BOARD OF MANAGERS MEETING

10/05/2016

The Marengo Cemetery Board of Managers held a meeting at Marengo Insurance Agency, 119 E Grant Highway, Marengo IL 60152 on October 5, 2016 at 9:00 a.m. Present were Jim Zenk, Brittany Richardson, Carole Bartman, and George Bauman.

City council member Mike Miller was also in attendance.

Carole made a motion to approve minutes from 7/18/16 meeting. Jim 2<sup>nd</sup> – all in favor, motion passed 3-0.

The first agenda item was discussion of the cemetery budget. We are working on fiscal year 2017-2018. With no support from the city we are facing a large deficit (\$40,000). The items within our control for income are rent for the cemetery dwelling; cost of graves; and cost of grave openings. We increased prices in 2014. We are reluctant to continue passing increases off to the consumer, any increase we take will not be enough to offset our deficit, we agree to continue with current rates.

Much discussion was given to what can be done to control expenses. First was insurance & bonds. Currently our bonds cost about \$2,000 a year. According to Josh, we will be covered by the city's blanket bond. Carole made a motion to utilize the city's policy, assuming directors & officers coverage is also provided for management liability to the board members. Brittany 2<sup>nd</sup>, all were in favor, motion passed. Brittany will confirm above with Josh before proceeding with changes. Regarding insurance, pros & cons exist to adding the cemetery coverage to the city's policy. We have scheduled coverage with lower deductibles and the city has blanket coverage with a higher deductible. The quote to add cemetery's property coverage to the city's policy is \$500 annually. Currently we pay \$2,000. Brittany made the motion to add the cemetery's property coverage for the workshop & equipment to the city's blanket policy, and to leave the rental dwelling as is, due to the competitive price and comprehensive coverage. Carole 2<sup>nd</sup>. Motion passed 3-0.

Next we discussed the maintenance of the cemetery and costs associated with it. The wages of the employees are extremely competitive and they are very dedicated to their work. Previously the city's ad hoc committee suggested outsourcing this work. Even if we pursued this option, it would still be necessary to have at least one employee to care for and oversee the grounds, doing the tasks included in the job description that an outside contractor would not do. Although it was previously suggested that public works could handle the miscellaneous tasks required of the cemetery, we do not agree with that assessment. From input we have received, this seems to be correct; for various different reasons.

Included with the care of the cemetery are the cost of mowers, repairs and gas. We reviewed our equipment life cycle. We currently exercise a 3 year trade cycle for our lawn mowers. This has proven to be a good timeframe to optimize the value of our trade-in before too much depreciation is incurred, as well as minimizing our cost of maintenance required for these units. We will research the possibility of extending the cycle to 4 years.

Without the support of the city's tax revenues for fiscal year ending 4/30/16 and 4/30/17, the cemetery's financial position has become less stable. If we project current conditions, the cemetery's general fund will be depleted in about 4 years. The board agrees we need to again request reinstatement of the cemetery's levy and will work on an address to the city this month, in advance of their financial planning for fiscal year 2017-2018.

Also on the agenda the cemetery's long term plan. Our budget is a key component of being able to make a long term plan. Until we have a more definite financial future, we are unable to commit to a specific plan. The board's opinion remains to keep the major components of managing the cemetery the same. It has worked well for the city and the cemetery for the last +40 years and we seem to have lost sight of the fact that the positive financial management that the cemetery has exercised is what allowed for the suspension of tax revenues.

Regarding old business, we discussed the following: changing Edward Jones account to distribute interest checks rather than redeposit. Brittany made a motion to update bank account signature requirements to allow for any 2 of the following 4 to be sufficient: George A. Bauman, James Zenk, Carole J. Bartman, or Brittany L. Richardson. Jim 2<sup>nd</sup>. All in favor, motion passed. Carole will work on drafting the resolution.

Next we reviewed and discussed the duties included for running the cemetery. George and the cemetery employees submitted their list of tasks and responsibilities. Still to come is the list of clerical, bookkeeping responsibilities. The duties indicate that quite a bit of time goes into managing the cemetery. We don't think city staff would be in a position to handle it, as it was recommended last year by the ad hoc committee.

The point was made that our meeting minutes should be approved prior to distributing.

We currently have money in the checking account that should be invested in a CD. George will take care of this.

New expense this year is reimbursing the city for the cemetery's portion of the work comp premium. Our total this year came to \$2,300.

Also discussed was the future paving of the road that was put in. While it is not necessary to complete, it would be nice to be able to provide consistency with the other main roads in the cemetery. George received a rough estimate from Geske of \$20,000. The point was made that this expense should be paid for from our reserves.

Jim made a motion to adjourn at 10:45 and Brittany 2<sup>nd</sup>. Motion passed 3-0.

Submitted by Brittany Richardson

DRAFT

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## AGENDA SUPPLEMENT

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**TO:** Mayor and City Council

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

**FOR:** November 14, 2016 Regular City Council Meeting

**RE:** Request for Direction on a Specialty Wine Bar Liquor License Classification

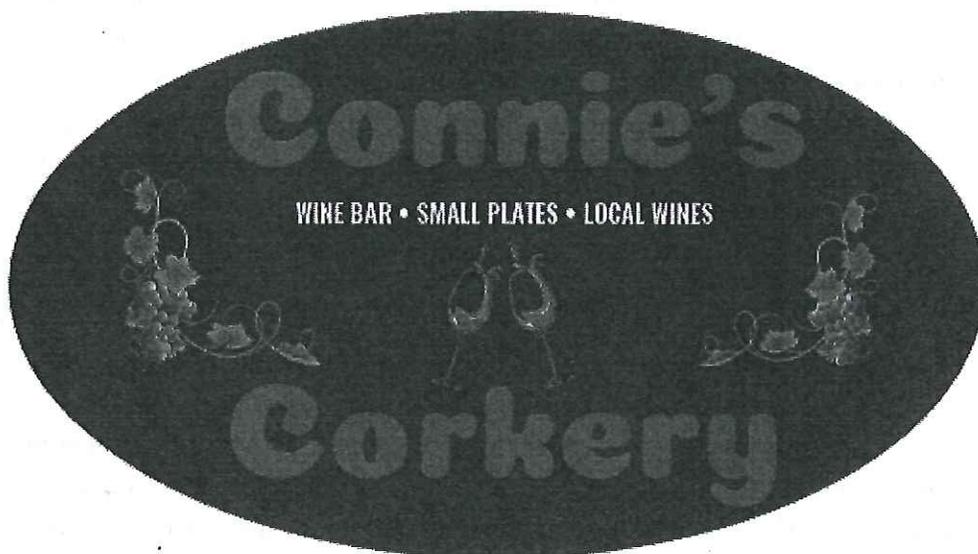
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As was mentioned during staff reports at previous Council meetings, the City has been approached about a “corkery”, to be located in the strip center near Sullivan’s Foods. Attached is a proposal / business plan for Connie’s Corkery, which is being presented by Jason Moy. Similarly to the circumstances around the gaming café license, staff thought a particular class may be appropriate for this type of establishment. Accordingly, the City Attorney has drafted an ordinance which would establish a Class EE liquor license for a specialty wine bar. The Class EE license was already in the code book, it just has not been used. The City Attorney essentially drafted language to alter the Class EE license to fit this type of establishment.

At this time staff is seeking direction as to whether or not the Council would entertain creation of this type of liquor license classification and what if any parameters Council would like to see included. The City Attorney can further elaborate what specific types of provisions would be allowed/appropriate, if this type of classification were to be created. The minimum seating capacity has been left blank at this point and will need to be discussed with the applicant as to what the appropriate amount shall be. The applicant has suggested 24 seats, but that can be discussed.

There is also the potential this establishment may one day opt to provide video gaming as well. The applicants stated that was not their immediate intent, but they may wish to do so in the future.

A copy of the draft ordinance establishing a Class EE license has been attached for your review. If the Council is in agreement with the proposal, formal approval of the ordinance could be considered during the November 28<sup>th</sup> City Council meeting. Staff is requesting direction on this matter.



## Marengo's First Corkery

Jason Moy

PH: 815-790-1734

FAX: 815-385-1330

Email: [Jason@PlumGardenRestaurant.com](mailto:Jason@PlumGardenRestaurant.com)

# What is a Corkery?

Imagine you are standing in the aisle of your local wine store. In your left hand there is a bottle of Merlot for \$12 and in your right hand a bottle of Pinot Noir for \$14. How do you tell both of these wines apart? How as a consumer are you able to make an informed purchasing decision when there is almost no information to go on?

WHAT IF you were able to sample each wine BEFORE you bought them?

WHAT IF you were able to talk to someone who could educate and explain the differences between both wines BEFORE you made your purchasing decision?

At Connie's Corkery we aim to do just that. We want to be the bridge that connects consumers to local, national and global winery's. A Corkery to us is a place that anyone can visit to learn about new wines, sample wines BEFORE buying them and enjoy wine paired with delicious locally sourced cheeses, breads and small plates.

Connie's will operate as BOTH a Wine Bar AND Wine Shop. We will offer wine tastings, weekly wine flights, monthly wine classes and special Chef wine dinners. We will also be partnering with many local wineries in Illinois and Wisconsin to essentially act as their local "Tasting Room" where everyone can have access to tasting their wines.

## THINK LOCAL FIRST.

We've all seen the explosion that has become CRAFT BEER. Nowadays, most towns have their very own craft beer brewery. At the same time, Local Distilleries are also growing and opening in various towns across the country. What about wineries? Unfortunately, Wineries are subjected to many obstacles both breweries and distilleries are not. Many wineries are only able to open in climates that can support the cultivation of their grapes.

At Connie's we have partnered with many local wineries in Illinois, Wisconsin and Michigan. Our goal is to provide a one stop location where anyone searching for locally sourced wine can sample, learn about and buy local wine.

In addition to local wineries, we will also be partnering with many local farms in Illinois and Wisconsin to provide locally sourced cheeses, breads and many of the ingredients for the small plates served at Connie's.



## Our Look

We Want to provide an intimate and cozy experience for our guests. Our goal is for our guests to be completely immersed in the all things “vino”.

From our bar to our tables, we will be looking to provide a high end experience complimented with rustic touches of décor and lighting.

## Special Events

### Monthly Wine Classes

Always had an interest to learn about wine? Join our monthly wine class and embark on your journey about learning the many differences and positives wine has to offer!

### Monthly Guest Chef Dinners

Join us once a month as we invite guest chef's to create a tasting menu to pair with a few of our local wines!

## Local Winery Partners

Prairie State Winery, Genoa, IL

Lynfred Winery, Roselle, IL

Acquaviva Winery, Sycamore, IL

Glunz Family Winery, Grayslake, IL

August Hill Winery, Utica, IL

Spirit Knob Winery, Ursa, IL

Wollersheim Winery, Prairie du Sac, Wisconsin

Round Barn Winery, Baroda, Michigan

And Many more to come!.....

## Menu

Hand Crafted Artisan Cheese Plates (see attachment)

Locally Sourced Breads

### Small Plates

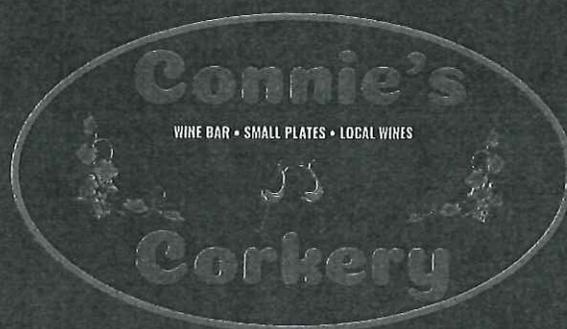
Bruschetta made with locally grown tomatoes

Homemade Spinach and Artichoke Dip

Homemade Hummus Dip

Panini Sandwiches

More to come!



Choice of three artisan cheeses, served with locally sourced baguette, local honey, fruit compote, and fresh fruit.

## Hand Crafted Artisan Cheese Plates

**Mahon Curado D.O., Spain** – From the isle of Menorca, this is a firm pasteurized cow milk cheese. The flavor is wonderfully nutty, deep, and long-lingering.

**Grand Val Manchego, Spain** – Made with the milk of La Mancha sheep, 12 Month Manchego is sharp in flavor though mellows out in the finish.

**Valdeon Blue Cow-Goat Blend, Spain** – Cow-Goat blend, blue cheese from the Castilla y Leon. Wrapped in sycamore leaves and having bold deep blue veins, the flavor is a magnificent blend of creaminess and strength with a long fine finish.

**Asiago, Italy** – Asiago is a cow's milk cheese, produced only on the Asiago plateau in the Veneto hills in Italy. The cheese-making tradition in the provinces of Vicenza and Trento dates back more than a thousand years.

**Carr Valley Chipotle Cheddar, Wisconsin** – This young cheddar is studded with cranberries and streaks of chipotle peppers throughout. The sweetness of the cranberries is balanced by the smokey spice of the chipotle.

**Gouda 4 Year Aged, Holland** – This Gouda is a miracle of flavor. Its rich subtle sweetness is intense and complex. Deep amber and burnt orange colors with a firm, flaky texture.

**St. Rocco Triple Cream Brie, Michigan** – Crafted by the Old Europe Cheese Company in Benton Harbor, this vibrant white wheel of cheese is luxuriously rich, buttery and smooth.

**Prairie Breeze Amish White Cheddar, Iowa** – This cheddar style cheese from Iowa has a sweeter flavor than traditional cheddar with a pleasant sharpness.

**Point Reyes Farmhouse Blue, California** – The Giacomini family developed this cheese with Monte MacIntyre from the rich raw milk of their closed herd of Holstein cows. Tangy and delicious.

**White Stilton with Blueberry, UK** – The popularity of blueberries seems endless and this superbly juicy fruit compliments mild White Stilton perfectly, making a very attractive cheese with a subtle and natural sweetness.

**Gouda with Mustard Seeds, Holland** – A traditional Gouda, accompanied by the tang and zest of mustard seeds, provides a delicious unique flavor combination.

**Saint Agur Blue Cheese, France** – A blue cheese made from pasteurized cow's milk from the village of Monts du Velay. A double crème blue, aged 60 days, begins with a mellow profile becoming strong as it ages.

**ORDINANCE 16-\_\_\_\_\_-\_\_\_\_\_**

***An Ordinance Amending Section 33.07 of the Marengo City Code  
To Establish a New Liquor License Classification for a Specialty Wine Bar***

WHEREAS, the City of Marengo is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, Chapter 33 of the Marengo City Code governs and regulates liquor licensing and the conduct of licensed liquor establishments within the City; and

WHEREAS, Section 33.07 of the Marengo City Code establishes the various classification, fees and number of liquor licenses available within the City; and

WHEREAS, the Local Liquor Commissioner has recommended an amendment to Section 33.07 to create a new liquor license classification for a wine bar; and

WHEREAS, the City Council has determined that this new liquor license classification is reasonable and necessary in that a specialty wine bar will not operate as traditional taverns and/or restaurants, but will focus on wine tastings, classes and other similar events, with the service of food and alcohol as an amenity thereto; and

WHEREAS, the City Council desires to approve this new liquor license classification, finding that this new license classification will provide more consistency in administering the City's liquor code and will institute sufficient safeguards in place to protect the public health, safety and welfare.

NOW, THEREFORE, be it ordained by the Mayor and Aldermen of the City of Marengo, McHenry County, Illinois, as follows:

SECTION 1: The above stated recitals are hereby restated and incorporated into this Section 1 as though fully stated herein.

SECTION 2: 33.05(F) of Chapter 33 of the Marengo City Code is hereby amended to establish a first time applicant, non-refundable fee for the EE – Specialty Wine Bar liquor license classification and shall read as follows:

F. APPLICATION FEE: A non-refundable application fee in the amount of \$7,500 shall be payable upon the initial application for liquor license classifications AA, BB, B or G. A non-refundable application fee in the amount of \$5,000 shall be payable upon the initial application for liquor license classifications E, EE, EE – Specialty Wine Bar, R, GC, EEE or VGC. No initial application fee shall be required from liquor classifications C, D, BYOB or Daily Permits. The renewal of liquor licenses as provided in Section 33.13 herein shall

B. NUMBER OF LICENSES ISSUED: There shall be issued in the City not more than:

Class EE – Specialty Wine Bar: One license

SECTION 5: 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 6: All ordinances or parts of ordinance in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: 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: \_\_\_\_\_

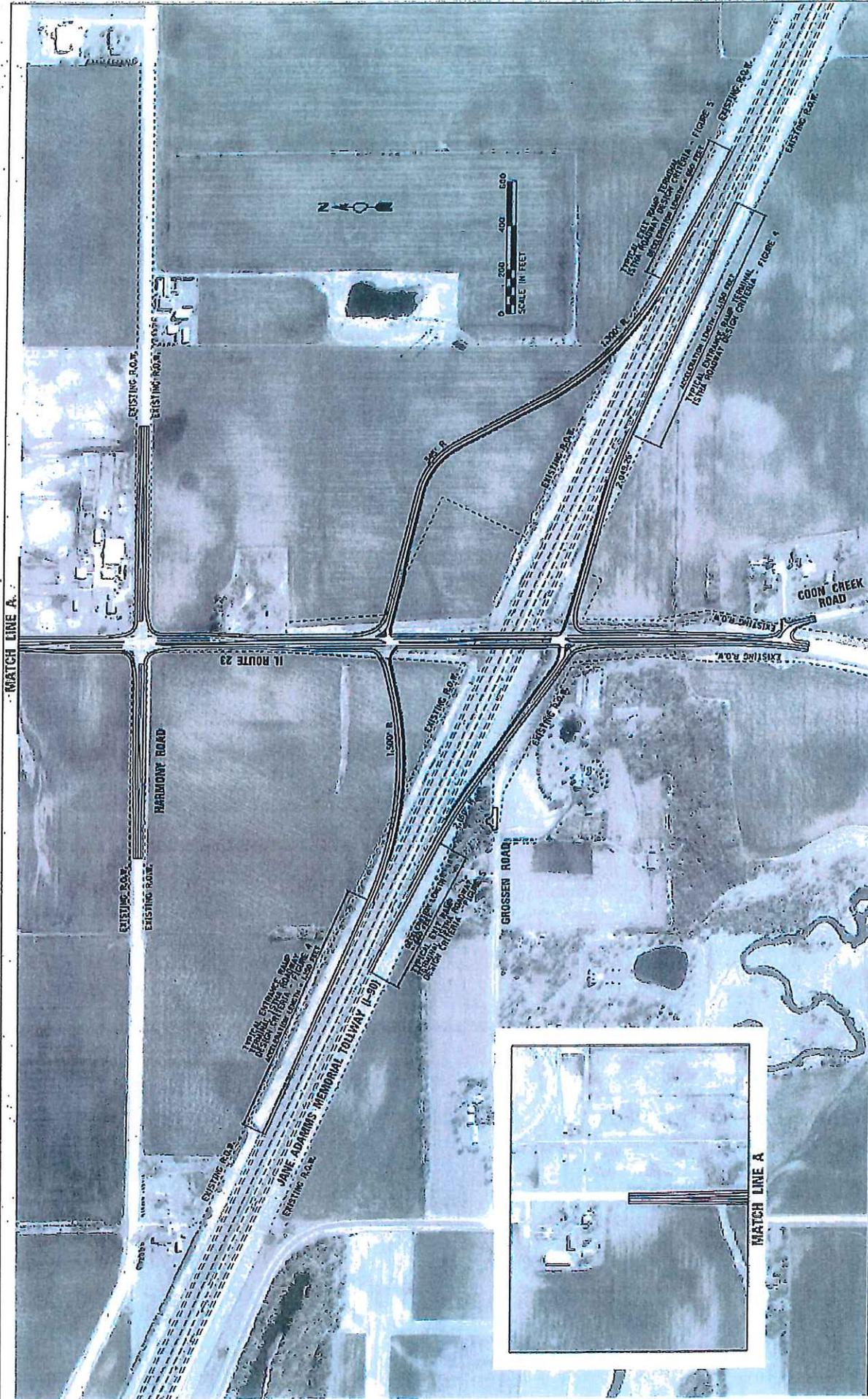
Published: \_\_\_\_\_

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TO: Mayor and City Council  
FROM: Gary Boden, City Administrator  
DATE: November 9, 2016  
RE: Approving Design for the I-90/Route 23 Interchange

As discussed during the last meeting, the Design Option 4 has all four ramps projecting to and from the east side of Route 23 in a "parclo" configuration. This design option also utilizes traffic circles that will significantly reduce the ability for vehicles to go down the incoming traffic ramps.

Approval will allow HR Green to proceed with the completion of Phase 1 design, and allow our offices to formally start land purchase negotiations. These negotiations need to be completed by the middle of next year in order for the project's construction start-up to stay on its timeline.

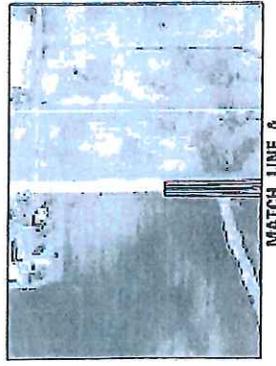
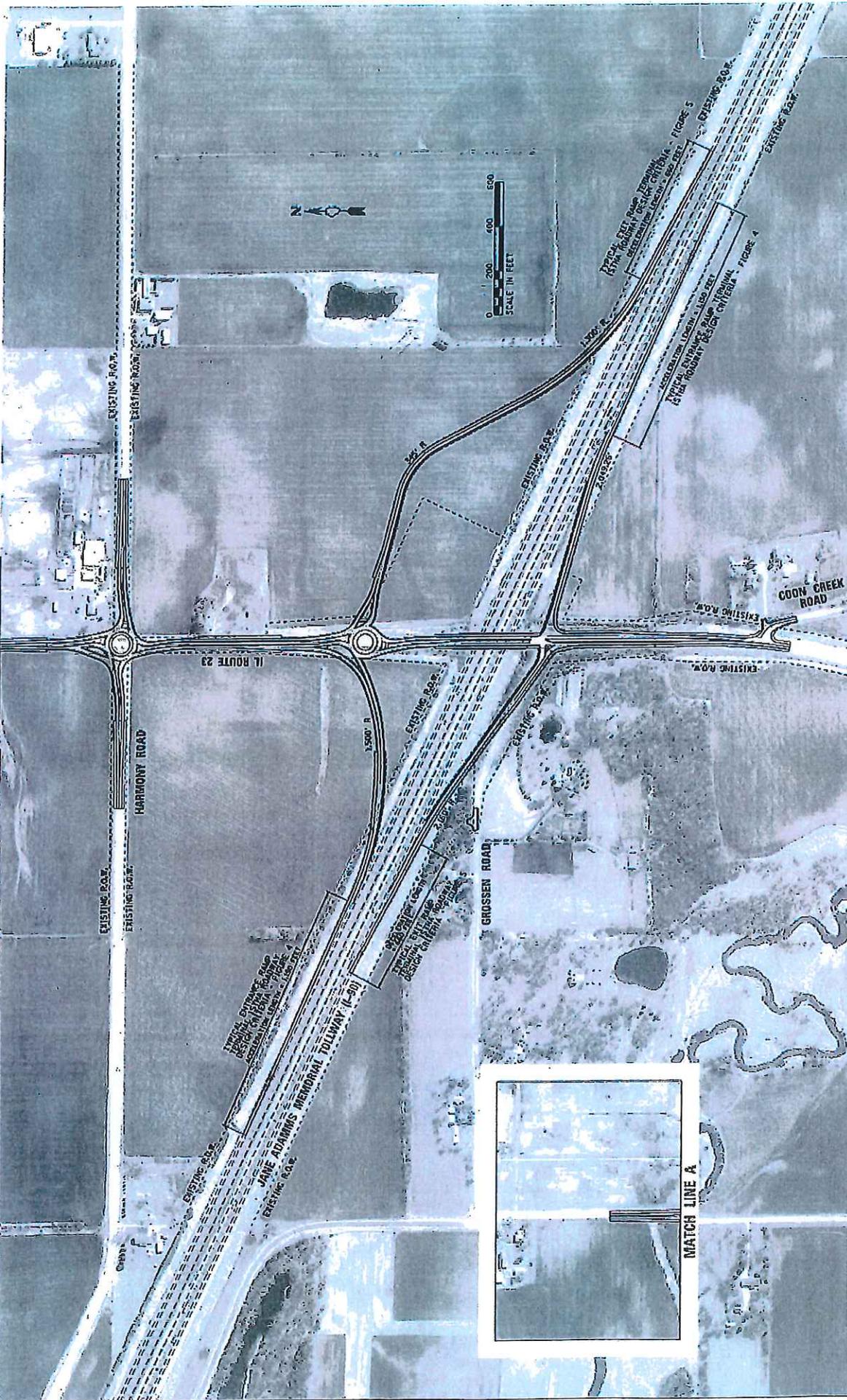


	DATE: 11/11/16 DRAWN BY: J. SPANGLER CHECKED BY: J. SPANGLER DATE: 11/11/16	REVISIONS: 1. 11/11/16 2. 11/11/16 3. 11/11/16	SHEET NO. 1 TOTAL SHEETS 1
	PROJECT NO. 154 COUNTY JOHNSON CONTRACT NO. 154	SECTION NO. 154 SHEET NO. 1	SCALE: 1" = 200' SHEET NO. 1 OF 1

# I-90 at IL 23 Interchange Feasibility Study | City of Marengo, Illinois



MATCH LINE A



MATCH LINE A

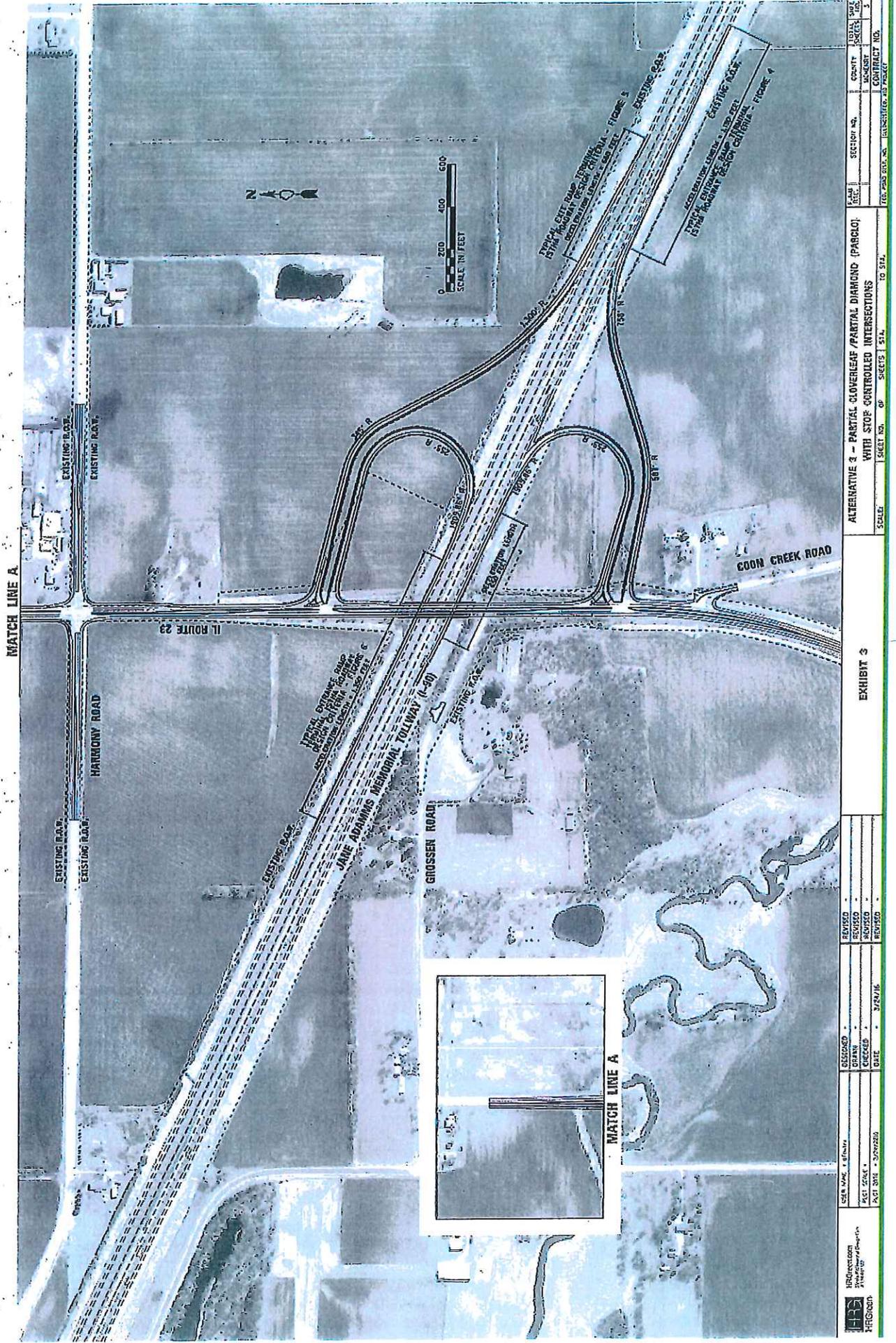
HRGreen.com www.hrgreen.com PROJECT	DISSEMINATED GIBBY CHECKED DATE: 3/24/16	REVISED REVISED REVISED REVISED	SECTION NO. SHEET NO. OF SHEETS CONTRACT NO.	QUANTITY SHEETS CONTRACT NO.	TOTAL SHEETS 2
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ALTERNATIVE 2 - CONVENTIONAL DIAMOND INTERCHANGE (DIAMOND)  
 WITH ROUNDABOUT INTERSECTIONS

EXHIBIT 2

# I-90 at IL 23 Interchange Feasibility Study | City of Marengo, Illinois

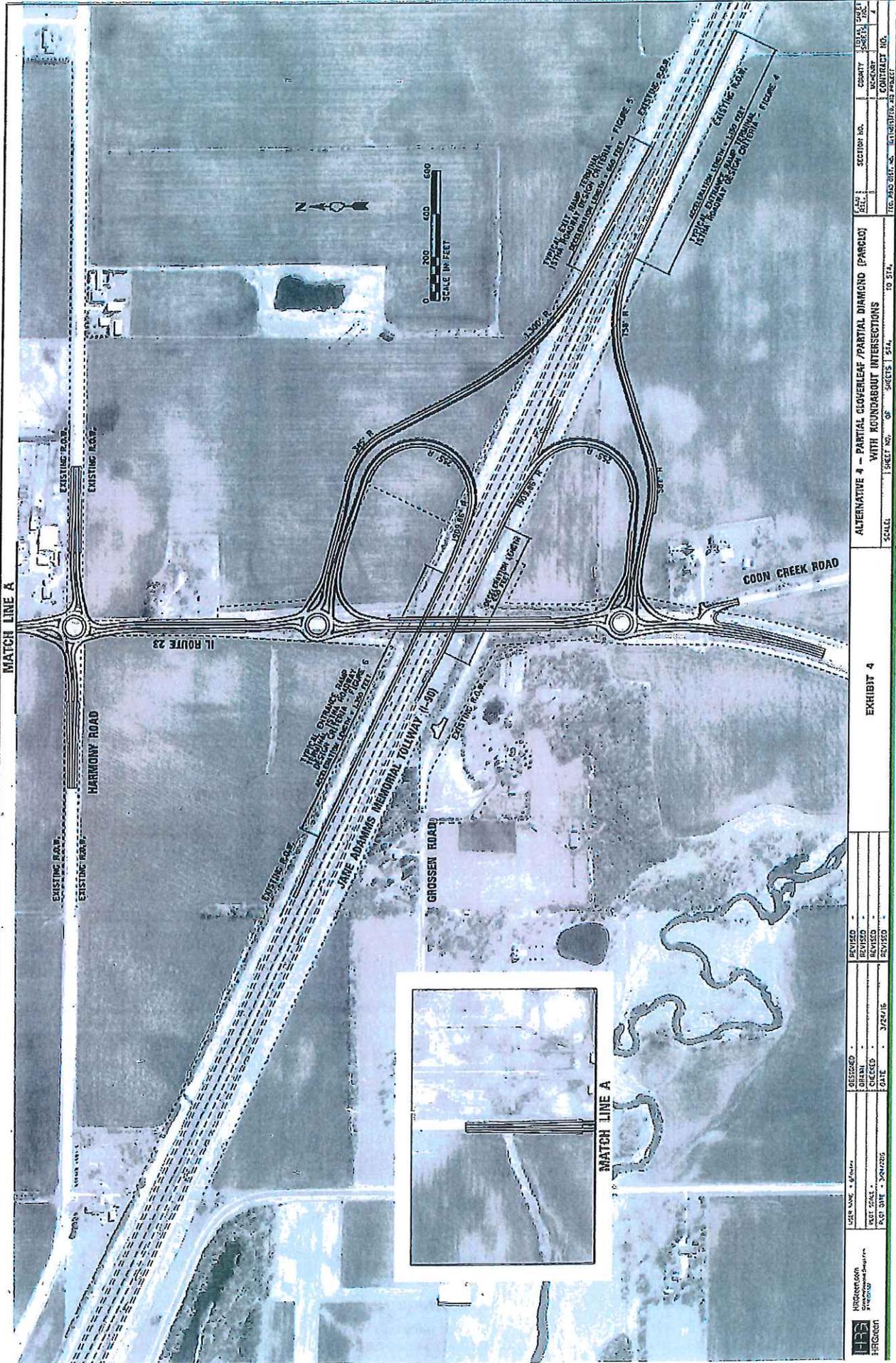




# I-90 at IL 23 Interchange Feasibility Study | City of Marengo, Illinois



	USER NAME: J. GILBERT PROJECT: I-90 AT IL 23 INTERCHANGE DATE: 3/27/16	DESIGNED: [ ] DRAWN: [ ] CHECKED: [ ] DATE: [ ]	REVISIONS: [ ] REVISIONS: [ ] REVISIONS: [ ] REVISIONS: [ ]	SHEET NO. 09 OF 09 SHEETS   514 TO 514	ALTERNATIVE 3 - PARTIAL GLOVERLEAF / PARTIAL DIAMOND (PARBLO) WITH STOP CONTROLLED INTERSECTIONS	SECTION NO. [ ] COUNTY [ ] COUNTY SECT. [ ] TOWNSHIP [ ] CONTRACT NO. [ ] PROJECT NO. [ ]
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	USER NAME: 4/01/2014 NEXT DATE: 4/01/2014 LAST DATE: 3/24/16	DESIGNED: [Blank] DRAWN: [Blank] CHECKED: [Blank] DATE: 3/24/16	REVISIONS: [Blank]	EXHIBIT 4	ALTERNATIVE 4 - PARTIAL CLOVERLEAF / PARTIAL DIAMOND (PARCEL) WITH ROUNDABOUT INTERSECTIONS	SHEET NO. 25A OF 25A	TO STA. 10+574.00	FROM STA. 10+000.00	CONTRACT NO. 15C-03010-25	COUNTY: MARENGO	SHEET NO. 25A OF 25A	PROJECT NO. 15C-03010-25
	SCALE: 1" = 40'											

# I-90 at IL 23 Interchange Feasibility Study | City of Marengo, Illinois



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## AGENDA SUPPLEMENT

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**TO:** Mayor and City Council

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

**FOR:** November 14, 2016 City Council Meeting

**RE:** Renewal of Intergovernmental Agreement with McHenry County for McRide Program

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Attached for your review and approval is an Intergovernmental Agreement with McHenry County for continued participation in the McRIDE Program. There are no impactful changes to the agreement, which will now run from December 1, 2016 - November 30, 2017.

The estimated cost for 2017 is \$22,017 which is in line with amount budgeted for this program. The cost continues to be offset by participation from Marengo and Riley Townships, as per the recently reapproved intergovernmental agreement.

The County was discussing some changes to the program, such as increased fairs and potential changes to the hours of operation. However, as the service continues to expand and is still relatively new at this countywide level, they County Board opted to keep the service as is for the upcoming year. Staff will keep the Council updated on any discussion the County proposes throughout the year.

Marengo and Riley Townships continue their support of the program, and the cost sharing for the City's portion will still be government by our agreements with the townships. Overall the representatives from McDOT have been very happy with the program.

Renewal of this agreement is respectfully requested.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF McHENRY, THE CITY OF CRYSTAL LAKE, THE CITY OF HARVARD, THE CITY OF MARENGO, THE CITY OF McHENRY, THE CITY OF WOODSTOCK, THE VILLAGE OF HUNTLEY, THE VILLAGE OF JOHNSBURG, THE VILLAGE OF RINGWOOD, AND THE VILLAGE OF LAKEWOOD FOR GENERAL PUBLIC DIAL-A-RIDE TRANSIT SERVICE IN 2017**

This Intergovernmental Agreement is entered into by and between the County of McHenry, the City of Crystal Lake, the City of McHenry, the City of Harvard, the City of Marengo, the City of Woodstock, the Village of Huntley, the Village of Johnsburg, the Village of Ringwood, and the Village of Lakewood (the Partner Agencies) for the purpose of improving dial-a-ride transit services in McHenry County.

1. The Partner Agencies agree to coordinate one dial-a-ride transit service called MCRide, contracted with Pace Suburban Bus, to improve service delivery, reduce administrative costs, and better utilize grant monies.
2. The Partner Agencies agree that McHenry County will contract with Pace Suburban Bus to offer general public dial-a-ride service within and between the municipalities of the Partner Agencies.
3. The Partner Agencies agree that each municipality shall pay an amount not to exceed in County Fiscal Year 2017 (December 1, 2016 to November 30, 2017) \$1.31 per capita based on the 2010 decennial census. The Partner Agencies shall be invoiced no more frequent than monthly.

**Table 1**

Municipality	2010 pop.	% pop.	2017 Estimated Cost	Estimated Monthly Invoice
City of:				
Crystal Lake	40,743	28%	\$53,363	\$4,447
Harvard	9,447	7%	\$12,373	\$1,031
Marengo	7,648	5%	\$22,017	\$1,835
McHenry	26,992	19%	\$35,353	\$2,946
Woodstock	24,770	17%	\$32,443	\$2,704
Village of:				
Huntley	24,291	17%	\$31,815	\$2,651
Johnsburg	6,337	4%	\$8,300	\$692
Ringwood	836	1%	\$1,095	\$91
Lakewood	3,811	3%	\$4,991	\$416
City Totals	144,875	100%	\$201,750	\$16,813

\* City of Marengo has a separate agreement with Marengo Township and Riley Township to collect \$12,000 annually for General Public service throughout the Townships

4. The Partner Agencies agree that all funding from Pace will continue to be dedicated to the MCRide service.

5. The Partner Agencies agree to increase fares on the first day of April in the calendar year 2017. The agreed fare structure is as shown in Table 2.

<b>Table 2: Fare Type</b>	2016	April 1, 2017
General Public Base Fare (First 5 Miles)	\$2.00	\$2.50
Senior Citizen Base Fare (First 5 Miles)	\$1.00	\$1.25
Person with Disability Base Fare (First 5 Miles)	\$1.00	\$1.25
Fare per Mile After First 5 Miles	\$0.25	\$0.25

6. The Partner Agencies agree to the service hours for 2017, as detailed in Table 3.

<b>Table 3</b>	Monday-Friday Start	Monday-Friday End	Saturday Start	Saturday End
Service Hours	6:00 a.m.	7:00 p.m.	9:00 a.m.	5:00 p.m.
Reservation Hours	5:30 a.m.	6:00 p.m.	8:30 a.m.	4:00 p.m.

7. The Partner Agencies agree to define seniors as individuals 60 years of age and older.
8. The Partner Agencies agree to allow trip reservations for general public riders no more than 24 hours before the requested trip, and no less than 2 hours before the requested trip.
9. The Partner Agencies agree to allow trips for seniors and individuals with disabilities to be reserved no more than 7 days in advance of the requested trip, and no less than 2 hours before the requested trip.
10. The Partner Agencies agree to monitor service cost effectiveness and make additional changes to service hours, fares, and trip reservation policies only after all Partner Agencies have affirmed changes in writing and the public has been provided at minimum 4 weeks notice of these changes.
11. The Partner Agencies agree that this agreement shall be subject to reapproval before November 30, 2017.

### **Headings**

The headings of several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and are in no way intended to define, limit, or describe the scope or intent of any provision of this Agreement; nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

### **Indemnification**

Each Partner Agency, in response to all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, or demands arising from this Agreement and caused by the actions of its elected officials, duly appointed officials, agents, employees and representatives, hereby agrees to indemnify, defend, and hold harmless the remaining Partner Agencies, their elected officials, duly appointed officials, agents, employees and representatives from and against all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, or demands.

**Severability**

The terms of this Agreement shall be severable. In the event any of the terms or provision of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

**Choice of Law**

This Agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any right pursuant to this Agreement shall be in the Circuit Court of McHenry County, Illinois.

**No Personal Liability**

No official, director, officer, agent, or employee of the County shall be charged personally or held contractually liable under any term or provision of the Agreement or because of their execution, approval or attempted execution of this Agreement.

**Modification or Amendment**

This Agreement, the documents it incorporates, and its attachments constitute the entire Agreement of the Partner Agencies on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Partner Agencies. Each Partner Agency agrees that no representations or warranties shall be binding upon the Partner Agencies unless expressed in writing herein or in a duly executed amendment hereof.

**Notices Required Under this Agreement**

Any notice required by the provisions of this Agreement shall be mailed to:

Attn: Director of Transportation  
McHenry County Division of Transportation  
16111 Nelson Road  
Woodstock, IL 60098

Attn: City Manager  
City of Woodstock  
121 W. Calhoun Street  
Woodstock, IL 60098

Attn: City Manager  
City of Crystal Lake  
100 W. Woodstock Street  
Crystal Lake, IL 60014

Attn: Village Manager  
Village of Huntley  
10987 Main Street  
Huntley, IL 60142

Attn: City Administrator  
City of McHenry  
333 S. Green Street  
McHenry, IL 60050

Attn: Village Administrator  
Village of Johnsburg  
1515 Channel Beach Avenue  
Johnsburg, IL 60051

Attn: City Administrator  
City of Harvard  
201 W. Diggins Street  
Harvard, IL 60033

Attn: Village President  
Village of Ringwood  
6000 Barnard Mill Road  
Ringwood, IL 60072

Attn: City Administrator  
City of Marengo  
132 E. Prairie Street  
Marengo, IL 60152

Attn: Village Manager  
Village of Lakewood  
2500 Lake Avenue  
Lakewood, IL 60014

**Term**

This Agreement will be in effect starting on December 1, 2016 and shall end on November 30, 2017.

**Termination**

Any party may terminate this Agreement for any or no reason upon providing at minimum sixty (60) days' written notice to all the other parties. Termination of this Agreement by a Partner Agency or township partner agency may result in modification to the service area.

McHenry County

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Chair, McHenry County Board

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

Attested: \_\_\_\_\_

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

City of Crystal Lake

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested: \_\_\_\_\_

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

City of Marengo

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested: \_\_\_\_\_

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

City of Harvard

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested: \_\_\_\_\_

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

City of McHenry

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested: \_\_\_\_\_

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

City of Woodstock

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested: \_\_\_\_\_

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

Village of Huntley

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested: \_\_\_\_\_

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

Village of Johnsburg

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested: \_\_\_\_\_

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

Village of Ringwood

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested: \_\_\_\_\_

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

Village of Lakewood

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested: \_\_\_\_\_

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

8E

TO: Mayor and City Council  
FROM: Gary Boden, City Administrator  
DATE: November 9, 2016  
RE: Discussion Regarding the Delivery of Building Inspection and Code Enforcement Services

Since the retirement of Marianne Wayne, staff has been discussing how should the city provided these two somewhat related services. Currently we are contracting for building inspection services with Safebuilt. This contract is understood to be a short-term commitment. Property maintenance code inspection services are being handled in-house with the recognition that this service is rather seasonal in nature and that, by way of observation and assumption, in the cold months the code enforcement need is noticeably reduced.

Options to provide building inspection services range from hiring a company like Safebuilt that focuses upon the specific work of municipal government plan review and building inspection; to hiring an engineering firm like HR Green that deals with a diversity of city government construction-related activity ranging from project design, engineering, construction management and inspection, or to contracting with another city like Woodstock, that has the staffing capacity and a government service context to provide building inspection services. Of course the alternative to out sourcing this service, is to retain it in-house by hiring someone to replace Marianne.

### **Code Enforcement Needs**

Other than cost, a recommendation to contract out the building inspection service is dependent upon how, and to what level, the city would want to provide code enforcement services. While there has always been a code enforcement function within the city, staffing of the overall hybrid of building inspection and code enforcement services devolved over the recent years to a level where it has been done to a bare minimum by one individual with conflicting priorities, and with the contracted assistance of major project plan review and building inspection being done by HF Green. About 12-15 years ago, there were 2.5 FTE committed to these services. But as the robust construction climate declined during the past decade, so did Marengo's need to provide these services. And so did the staffing.

At question is whether Marengo needs to enhance its commitment to (property maintenance) code enforcement. Generally, this work has been done in Marengo on a complaint basis. Recognizing that this work is rather labor intensive and requires a lot of citizen interface, is the City Council (and the City of Marengo) satisfied with this approach? We all have heard calls that the city should be more proactive by directly contacting (confronting?) and/or citing violators with a quicker trigger once a problem has been detected, as opposed to waiting for a complaint.

Should more emphasis be placed upon this service, with the understanding that the effectiveness of legal recourse (court action) for enforcement is somewhat limited? Neighbor code enforcement complaints are typically filed with the city without much if any direct neighbor to neighbor contact

having been previously made. The city winds up being a mediator, a cajoler, a tough love counselor, and a facilitator.

### **Management and Delivery of the Building Inspection and Code Enforcement Services**

Staff has already received input from contractors indicating that the city should retain in-house simple permitting and inspection services for roofing, fencing, driveway, and shed construction (and the like). It would be more cost effective and doesn't require as much skill compared to, for instance, what would be needed for a house construction inspection. These permits require simple oversight, and in many cases are purposed to actually provide a level of consumer protection for those citizens contracting this work.

If the Code Enforcement function is retained in-house, some consideration has been given that its management should be allocated to the Police Department, as is done in Crystal Lake. I've worked in cities where both the building inspection and code enforcement functions are a part of the Fire Department. This option seems unlikely in our case for the obvious reason that in Marengo, fire protection service is provided by a different government.

Having code enforcement linked to the PD has the added benefit of having a little more "street cred" when it comes to enforcement of property maintenance violations, and more eyes and ears available to identify property maintenance concerns and assist in code enforcement. Often there are cross-overs between policing service problems and code enforcement problems. This is not to say that Marengo PD would become the Code Enforcement police. An individual, like a Community Service Officer (CSO), with these code enforcement responsibilities would need to be specifically assigned to do the work.

There would still need to be a decision regarding the internal management of building inspections, particularly as it would relate to bridging a citizen or customer interface with an assumed service contractor. I believe this management issue that staff could probably figure out.

Well... what do you think? Staff is looking for input and direction.

**INTERGOVERNMENTAL AGREEMENT FOR BUILDING  
CODE ENFORCEMENT SERVICES BETWEEN THE  
VILLAGE OF RICHMOND AND THE CITY OF WOODSTOCK**

This Agreement is hereby made and entered into this 1st day of November, 2009, by and between the Village of Richmond, Illinois, an Illinois Municipal Corporation ("Richmond"), and the City of Woodstock, Illinois, a Municipal Corporation ("Woodstock"):

**RECITALS**

**WHEREAS**, Richmond and Woodstock are authorized by the terms and provisions of the State of Illinois Intergovernmental Cooperation Act (5 ILCS 220/5 Intergovernmental Contracts) and the McHenry County Council of Governments' "Damage Assessment Mutual Aid Intergovernmental Service Agreement" to enter into intergovernmental agreements and undertakings to jointly perform any governmental purposes or services; and

**WHEREAS**, Richmond has determined that there is presently a need for a building code enforcement official ("building inspector") to service Richmond; and

**WHEREAS**, Woodstock presently employs building inspectors and has all facilities and equipment necessary to perform the duties and services of building inspector; and

**WHEREAS**, both Richmond and Woodstock desire to have Woodstock's building inspectors provide usual and customary building code enforcement services for the review of plans and the enforcement of various building and construction codes and ordinances in Richmond.

**NOW, THEREFORE**, in exchange for the promises, terms, and conditions set forth herein, Richmond and Woodstock mutually agree to the following:

**I. WOODSTOCK OBLIGATIONS**

- A. Woodstock shall provide building inspectors to Richmond as available to meet the inspection needs of Richmond. Said building inspectors shall be licensed or certified by the International Code Council or other similar national organization of the State of Illinois. In the event said personnel are unable or not qualified to perform work, conduct plan reviews, and/or provide required inspections which are the subject of this Agreement, Woodstock shall notify Richmond. Upon such notification, Richmond shall have the option to make other arrangements with other agencies or companies, to reschedule the particular work, or to consider other temporary arrangements with Woodstock. Woodstock shall not impose additional fees based upon inspection service agreements made between Richmond and other agencies or companies, nor shall Woodstock be responsible for any costs incurred by Richmond as a result of said agreements.

- B. Woodstock shall provide all means and pay all costs associated with transportation, training, equipment, materials and other costs, except as stated herein, necessary for building inspectors to complete their job.
- C. Woodstock shall allow its building inspectors to serve as building inspectors for Richmond.
- D. Woodstock shall require building inspectors to answer or return all calls received from the residents of Richmond within one and one-half (1 and ½) business days of receipt.
- E. Woodstock shall require building inspectors to schedule inspection visits at mutually agreed upon days and times. Requests for inspections shall be made directly to Woodstock and will be scheduled based on availability and a mutually agreed upon timeframe. Inspection results shall be conveyed to Richmond no less than once a week or upon a mutually agreed upon schedule.
- F. Woodstock shall require building inspectors to attend any court proceedings on behalf of Richmond that may arise from their work as building inspector for Richmond.
- G. Woodstock shall pay all salary, benefits, workers compensation insurance and other insurance and all usual payroll taxes and deductions on behalf of building inspectors.
- H. Woodstock shall present to Richmond a certificate of insurance showing coverage with a minimum of \$1 million of general liability coverage and errors and omissions coverage.

## **II. RICHMOND OBLIGATIONS**

- A. Richmond shall provide necessary forms, citation books, code books and paperwork required for building inspector activities in Richmond.
- B. Richmond shall provide office and storage space, and necessary clerical support, for building inspector activities within Richmond. If Woodstock finds it necessary, Richmond shall provide storage containers or similar equipment for the storage of Richmond materials at Woodstock City Hall.
- C. Richmond shall prosecute any and all code violations related to the work of building inspectors within Richmond.
- D. Richmond shall pay Woodstock for building inspector services on a monthly basis with payments due on the 10<sup>th</sup> day of each month for services rendered during the previous month. The amount of building inspector compensation shall be \$70.00 per hour. This shall include attendance at any Richmond court proceedings, attendance at any Richmond board meeting, travel time, actual inspections, and plan review associated with a building permit in Richmond. Time shall be billed in one-quarter (1/4) hour increments.

### III. GENERAL TERMS

- A. The primary duty of the building inspector shall be to confirm that all building and construction activity in Richmond complies with applicable building codes and ordinances, and shall include conducting field and mechanical inspections, providing necessary services related to contacts with Richmond residents and municipal officials, and all other associated tasks necessary to meet the inspection needs of Richmond. It is understood, however, that Woodstock is not providing "property maintenance" or "code enforcement" type services.
- B. Building inspectors shall remain employees of Woodstock.
- C. Meetings with building inspectors shall be made on an appointment basis during regular office hours and at mutually agreed upon days and times, excluding holidays and vacation time.
- D. Building inspectors shall utilize building and construction codes adopted by Richmond.
- E. Richmond shall review site development and site engineering plans for conformance with land use and other applicable regulations and notify building inspectors when approved.
- F. Richmond shall indemnify and hold harmless Woodstock and its officers, officials, and employees, including but not limited to building inspectors working on behalf of Richmond, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and legal expenses arising out of or resulting from the performance or provision of service under this Agreement, whether any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of property, to the extent it is caused in whole or in part by Woodstock, its officers, officials, and employees, including but not limited to Woodstock's building inspectors as part of any wrongful or negligent act or omission.
- G. Woodstock shall indemnify, reimburse, defend and hold harmless Richmond against any claims arising from the work of a building inspector done in and for Woodstock, <sup>11/24/09</sup> ~~and~~ <sup>LYE</sup> harmless <sup>(YKE)</sup> <sub>11/24/09</sub>
- H. Richmond shall designate a person(s) who shall be the point of contact for Woodstock and for building inspectors. Building inspectors shall not report to or take direction from anyone other than the designated contact person(s) or Village Administrator.
- I. This Agreement may be terminated by either party upon thirty (30) days written notice.
- J. All payments and notices shall be mailed or delivered to the following addresses:

Village of Richmond  
Attention: Village Administrator  
5600 Hunters Lane  
Richmond, IL 60071

City of Woodstock  
Attention: City Manager  
121 West Calhoun Street  
Woodstock, IL 60098

- K. This Agreement shall constitute the entire Agreement between both parties. This Agreement may only be amended by the mutual agreement, signed and executed with the same formality with which this Agreement was executed. Any amendment or modification to this Agreement shall be in writing and approved by the Richmond Village Board and Woodstock City Council.
- L. Each provision of this Agreement shall be interpreted as to be effective and valid under applicable law. If any provision of this Agreement shall be held to be invalid or ineffective by a court of competent jurisdiction, such provisions shall be ineffective only to the extent of such invalidity without invalidating or affecting the remainder of such provision or the remaining provisions of this Agreement.
- M. Richmond agrees it shall not hire any current or future building inspector employed by Woodstock during the terms of this Agreement or within one (1) year after it is terminated by either party for any reason. If Richmond breaches this provision and hires any such building inspector, Richmond shall pay Woodstock \$100,000 as liquidated damages. Richmond shall pay all of Woodstock's attorney fees and legal costs in enforcing this provision. The parties agree that the administration of this Agreement is adequate consideration for this provision.

**IN WITNESS WHEREOF**, the parties hereto have subscribed their names and have caused this Agreement to be executed as of the day and year first written above.

**VILLAGE OF RICHMOND**

By: [Signature] Date: 11-24-09  
Village Administrator

**CITY OF WOODSTOCK**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Manager



# City of WOODSTOCK

Department of Community & Economic Development  
121 W. Calhoun Street  
Woodstock, Illinois 60098

phone 815.338.4305  
fax 815.334-2267  
commdevdept@woodstockil.gov  
[www.woodstockil.gov](http://www.woodstockil.gov)

## RICHMOND INSPECTION LOG SHEET

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

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

Employee : John Bertram

Title : Plumbing Inspector/Plan Reviewer

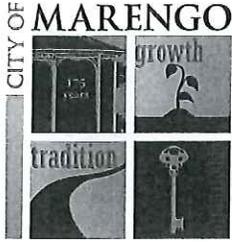
<u>DATE</u>	<u>ADDRESS</u>	<u>INSP TYPE</u>	<u>Start Time</u>	<u>End Time</u>	<u>Total Hours</u>



NATIONAL TRUST  
for HISTORIC PRESERVATION®

DOZEN DISTINCTIVE  
DESTINATIONS 2007

*Woodstock is proud to have been recognized as a 2007 Distinctive Destination  
by the National Trust for Historic Preservation*



8F

**AGENDA COVER MEMORANDUM**

**MEETING DATE:** November 8, 2016  
**ITEM TITLE:** Professional Services Agreement – Layne Christensen  
**ACTION REQUESTED:** Discussion and Direction  
**DEPARTMENT HEAD:** Howard Moser, Director of Public Works

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**BACKGROUND:**

The City of Marengo currently has three (3) operating wells that provide domestic water to the residents of the City. These wells need routine testing and maintenance in order to perform efficiently. Occasionally a pump will fail and emergency repairs are necessary as they were at well # 6 this past June. Layne Christensen has installed and serviced the wells in Marengo for years and has offered to enter into a professional services agreement with the City. This agreement would provide several benefits including discounts on labor rates and specialized service fees such as down hole camera, chemical treatment units. Layne would provide a professional service technician to “troubleshoot” at no charge. We would be a priority for emergency repair services utilizing equipment and personnel from multiple offices as required. There is no cost for this agreement and it would speed up the repair process by eliminating the bidding process. Any work to be performed under this agreement would still be brought before the Council if it exceeded \$10,000.

**RECOMMENDATION:**

Staff requests direction on the concept of entering into a professional services agreement with Layne Christensen Company, 721 West Illinois Avenue, Aurora, IL 60506. Funding for any work performed under this agreement will come from the Water Department – Utility Infrastructure account (30-70-512.06).

**Attachments:**

Reference List – Layne Christensen

## Current Professional Service Agreements

1. Village of Lake Zurich, IL
2. Village of Huntley, IL
3. Cordova Energy Company, Cordova, IL
4. City of Rockford, IL
5. Village of Montgomery, IL
6. Village of North Aurora, IL
7. Oneok North System, LLC, Morris, IL
8. Town of Normal, IL
9. Village of Romeoville, IL
10. British Petroleum, Whiting, IN
11. Exelon and ComEd, a division of Exelon, Illinois Stations
12. Village of Sugar Grove, IL
13. City of Aurora, IL
14. MWH Americas, Inc. (Chicago, IL)
15. Lake In The Hills, IL
16. City of St. Charles, IL
17. Aux Sable Liquids LP
18. Aux Sable Midstream LP, Morris, IL
19. City of Dixon, IL
20. American Water

**City of Marengo, IL**  
**Layne Christensen Company Professional Services Agreement**  
**August \_\_, 2016**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated August \_\_, 2016  
and made by and between

**CITY OF MARENGO, IL**  
835 W. Grant Highway  
Marengo, IL 60152  
(Hereinafter "the City"),

AND

**LAYNE CHRISTENSEN COMPANY**  
(Hereinafter "Contractor"),  
a Corporation  
with a principal business address at  
721 West Illinois Avenue  
Aurora, IL 60506

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE  
CITY AND THE CONTRACTOR AGREES AS FOLLOWS:

**1. DEFINITIONS:** When capitalized in the Agreement, the following words or phrases shall  
have the following meanings:

- a) "Agreement" shall mean this Agreement, the conditions of the Agreement, all Schedules of the Agreement, and all Change Orders issued and Task Orders executed after execution of this Agreement.
- b) "City's Site" shall mean the location where the Work shall be performed,
- c) "Change Order" shall mean a document signed by the City and the Contractor and authorizes an addition, deletion, or revision in the work or an adjustment in the Price or the Contract Term, issued on or after the execution of the Agreement.
- d) NOT USED.
- e) "Or Equal" shall be understood to indicate that the "equal" product is the same or better than the product named in the Specifications in function, performance, reliability, quality and general configuration.
- f) "Price" shall mean the price or prices stated in this Agreement and/or the applicable Task Order.
- g) "Specifications" shall mean the specifications, qualities, nature, type, properties, amounts, assortments and other descriptions of and requirements for the Work as stated in the respective Task Order.

City of Marengo, IL  
Layne Christensen Company Professional Services Agreement  
August \_\_, 2016

h) "Subcontractor" shall mean contractors, suppliers, vendors, and subcontractors of any tier and any other persons or entities contracting directly or indirectly with Contractor for the performance of the Work under this Agreement.

i) "Work" shall mean Services identified in the Specifications.

j) "Work Product" shall mean studies, reports, evaluations, designs, drawings, procedures, specifications, plans and all other documentation and deliverables which are produced or acquired by Contractor for or at the direction of the City pursuant to the applicable Task Order.

**2. SCOPE OF WORK AND PROCESS:** The Work to be performed by Contractor under this Agreement shall be set forth in individual task orders ("Task Orders"). Upon the request of the City, Contractor shall prepare a Task Order containing an identification of the project ("Project"), description of the Work, compensation to be paid to Contractor for the performance of the Work, any Bonds required for the Work and a proposed schedule for the performance ("Project Schedule") for the Work. This Agreement does not obligate the City to request Work from Contractor, nor does it obligate Contractor to accept orders for Work from the City. Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date will be as set forth in the individual Task Order. Changes to the Task Order shall be made in writing and signed by both parties.

**3. TERM:** This Agreement shall commence on XXXXXX, 2016 and shall expire on XXXXXX, 20XX unless terminated earlier pursuant to provisions contained herein ("Contract Term"). The City and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension.

**4. REPRESENTATIVES:** The City Representative ("City Representative") shall be XXXXXXXXXXXX, XXXXXXXXXXXX or his designate. Contractor's designated representatives shall be *William Balluff, P.E., Account Manager* ("Contractor Representative"). Either party may change the name of its designated representative by giving written notice of same. The designated representatives shall be the primary points of contact for the Work but shall not have authority to change the terms of this Agreement.

**5. NOT USED.**

**6. PAYMENT:** The City shall pay Contractor for the Work as outlined in the applicable Task Order, inclusive of all sales and use taxes, if work is not tax exempt. Work shall be conducted at the rates established in Schedule B with a 5% reduction. A 10% reduction shall be applied to specialized service fees i.e. downhole video survey, Sonar Jet®, Boreblast™, Chemical Treatment Unit, High Pressure Packer, Equipment Rental etc. Schedule B shall be updated annually to account for the Contractor's agreement with Union Local 150 Operating Engineers.

Comment [RL1]:

**City of Marengo, IL**  
**Layne Christensen Company Professional Services Agreement**  
**August \_\_, 2016**

Currently, the Local 150 agreement accounts for an increase in labor wages and fringes on October 1 of each year through XXXX. The agreement expires XXXXXX XX, 201X.

**7. PAYMENT TERMS:** The City shall pay Contractor invoices per the requirements of the Illinois Prompt Payment Act. If any portion of the Work does not conform to the requirements of this Agreement, a corresponding portion of the price may be withheld by the City until the nonconformity is corrected. The City shall pay the Contractor for the Work as outlined above, inclusive of all sales and use taxes, as the same may be adjusted by Change Order.

**8. NOT USED**

**9. WARRANTIES:** Contractor represents, warrants and guarantees that any Work provided under this Agreement shall be: (1) provided in accordance with the Specifications and the requirements of this Agreement; (2) provided in a skillful, workmanlike and professional manner and consistent with generally accepted industry practices and procedures in Contractor's particular area of expertise; (3) constructed from new materials, free from defects in material, workmanship and design, and of proper size and quality; and (4) not manufactured and not priced or sold in violation and not priced or sold in violation of any federal, state or local law, including without limitation those relating to health and safety. These warranties shall survive acceptance of the Work. Contractor warrants that the Work performed under this Agreement conforms to the requirements of this Agreement and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers. Such warranties shall continue for a period of one (1) year from the date of final completion of the Work to be performed under the respective Task Order. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform to any such defect. Any work performed on warrantied items by any contractor other than Layne during the warranty period will void all warranties. See specific equipment and labor warranty information detailed in Exhibit 2.

**9.1 Exclusive Warranties.** The foregoing warranties are exclusive and are in lieu of all other warranties whether written, oral, implied, or statutory. NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY, AND ARE EXPRESSLY DISCLAIMED.

**10. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold the City, its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent

**City of Marengo, IL**  
**Layne Christensen Company Professional Services Agreement**  
**August \_\_, 2016**

act or omission of Contractor, its employees, agents or subcontractors in the performance of this Contract. Contractor, however, will not be obligated to indemnify the City against liability arising as a result of the City's, or its directors', officers', employees', agents' or other contractors', negligence or intentional misconduct or other liability for which the City has agreed herein to indemnify Contractor.

The City agrees to indemnify, defend and hold Contractor, its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission of the City, its employees, agents or subcontractors in the performance of this Contract. The City, however, will not be obligated to indemnify Contractor against liability arising as a result of Contractor's, or its directors', officers', employees', agents' or subcontractors', negligence or intentional misconduct or other liability for which Contractor has agreed herein to indemnify the City.

The City agrees to indemnify, defend and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) which arise out of or result from (i) any release or threatened release of any substance (whether or not hazardous), including, without limitation, any hazardous waste, hazardous substance, pollutant, contaminant, toxic material, irritant, waste gas, liquid or solid material (as defined under state, provincial, or federal laws), or failure to properly detect or evaluate the presence or release or threatened release of any such substances on or from the job site, all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the gross negligence or intentional misconduct of Contractor, its employees, agents, or subcontractors; or (ii) any holding or claim that Contractor or any of its subcontractors was a "generator" or "transporter" of hazardous waste or an "operator" of the job site (as such terms are used or defined under local, state, provincial, or federal laws).

**11. LIENS:** To the fullest extent permitted by law, Contractor shall take all actions necessary to prevent any Subcontractors from filing any liens against the City or its property, including the City's Site, except when related to the City's failure to make timely payments hereunder. In addition, Contractor shall defend, indemnify and hold harmless the City and any of its property, including the City's Site, from all such liens that are filed.

**12. CLAIM FOR DAMAGES:**

Regardless of anything to the contrary in any other part of this Agreement, neither party shall be liable to the other party for any special, indirect, incidental or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise, except in the event that the misconduct which give rise to such a damage claim are fraudulent or willful.

**13. NOT USED.**

**14. NOT USED.**

**15. CHANGES:** City may at any time by a written Change Order notice make changes within the general scope of this Agreement and/or the respective Task Order. If any change results in a material increase or decrease in the cost of the Work or otherwise materially affects this Agreement, the Change Order notice shall include an equitable adjustment in the Price, the schedule and/or any other affected provision. Any objection by Contractor to the proposed equitable adjustment must be asserted within seven (7) business days after receipt of the Change Order Notice. Notwithstanding such objection, if directed by the City, Contractor shall proceed with the change. Contractor shall not proceed with additional work without written authorization from the City.

**16. SUSPENSION OR INTERRUPTION OF WORK:** The City may direct Contractor, in writing, to suspend or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate. Contractor shall mitigate the costs of such suspension or interruption. The City agrees to reimburse Contractor for those expenses necessarily incurred directly as a result of such suspension or interruption, subject to the City's right to audit Contractor's books and records, except where such suspension or interruption results from Contractor's material noncompliance with the Purchase Agreement.

**17. TERMINATION:**

a.) For Contractor's Default: In the event of a material default by Contractor in the performance of the Work, the City may, with ten (10) days written notice of termination to Contractor, terminate this Agreement unless Contractor within such ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default.

b.) For City's Default: The Contractor may, with ten (10) days written notice of termination to City, terminate this Agreement for nonpayment of amounts owed under this Agreement for (60) days or longer after such amounts become due, unless City within such ten (10) day period cures such default or, if the default cannot be cured in ten (10) days, takes and continues to take substantial steps to cure such default. In the event of such termination by Contractor for any reason which is not the fault of Contractor, its subcontractors or their agents or employees or other persons performing portions of the Work under contract with Contractor, Contractor shall be entitled to recover from the City payment for all Work executed and for all loss with respect to materials, equipment, tools, and construction equipment and machinery.

**18. CONFLICT ERRORS; OMISSIONS:** In the event Contractor or the City becomes aware of any conflict, error or omission in the documents comprising this Agreement, such party shall bring the discrepancy to the attention of the other party. Such discrepancy shall be resolved by the Contractor or the City, subject to Contractor's or City's right to seek to an equitable increase or decrease in compensation or time of performance.

**19. INSPECTIONS AND TESTS:** The City may inspect the progress of the Work provided under this Agreement including Services and Work Product performed at Contractor's facilities. If this Agreement, laws, ordinances, rules, regulations or orders of any public authority require any portion of the Services and Work Product to be inspected, tested or approved, Contractor shall give the City reasonable advance notice of completion of such portion of the Services and Work Product and need for inspection, testing and/or approval, and shall not continue with such portion of the Services or modify such portion of the Work Product until such inspection, test or approval is completed. Contractor shall notify the City when, in its opinion, the Services and Work Product is completed. For a reasonable time after delivery and before acceptance, the City shall have the right to inspect and test the Work. The City shall notify Contractor if the Work or parts thereof do not conform to this Agreement. Contractor shall promptly correct, repair or replace all nonconforming Work at its sole expense and shall be responsible for the costs of returning any nonconforming Work. Acceptance and payment by the City shall not relieve Contractor of any of Contractor's duties and obligations.

**20. NOT USED**

**21. THE CITY'S PROPERTY:** All tools, dies, jigs, patterns, equipment or material and other items furnished by or paid for by the City, and any replacement thereof, shall remain the property of the City. Such property shall be plainly marked to show it is the property of the City and shall be safely stored apart from other property. Contractor shall not substitute other property for the City's property and shall not use such property except in filling the City's orders. Contractor shall hold such property at its own risk and upon the City's written request shall redeliver the property to the City in the same condition as originally received by Contractor, reasonable wear and tear excepted.

**22. INSURANCE:** Contractor shall purchase and maintain such insurance as will protect Contractor and the City from claims which may arise out of or result from Contractor's operations under this Agreement. Such insurance shall be written for not less than the coverage and any limits of liability specified below, or by state statute, whichever is greater. By requiring insurance specified herein, the City does not represent that such coverage and limits will necessarily be adequate to protect Contractor and the City, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities or warranties of Contractor in this Agreement. Certificates of Insurance provided by Contractor shall state that they are Primary Insurance and shall be filed with the City Representative prior to the commencement of the Work. These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City, except ten (10) day's notice for non-payment of premium. The City shall be named as an additional primary, non-contributory insured on all policies except workers' compensation and errors and omissions (if applicable).

**23. BONDS:**

- (X) Applicable to this Agreement
- (p) Not Applicable to this Agreement

City of Marengo, IL  
Layne Christensen Company Professional Services Agreement  
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To the extent specified in an executed Task Order issued hereunder, the Contractor shall obtain from a surety authorized to do business in the State or Commonwealth of a surety bond and/or a material and labor bond in the form as set forth in Schedule B. Unless otherwise provided in the Task Order, the City shall pay Contractor for the cost of the bond(s). In such event, said bond(s) shall be delivered to the City prior to the effective date of a Task Order issued hereunder. Said bond(s) shall be renewed annually in each contract year until such time as the Work as specified in a Task Order issued hereunder is Substantially Complete (sufficiently complete in accordance with the Task Order such that the Work can be occupied and/or utilized for its intended use without undue interference). Neither non-renewal by the surety, nor failure or inability of the Contractor to file a performance bond for subsequent terms under this Agreement shall constitute a loss to the surety recoverable under the bond(s).

**24. TAXES:** Sales Tax Exemption shall be in accordance with the provisions of Schedule D hereof, if applicable.

**25. CONFIDENTIAL PROPERTY INFORMATION:** Contractor shall be bound by the following confidentiality provisions:

a) In connection with the performance of the Services under this Agreement, the City may disclose to Contractor certain information which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, computer programs, marketing plans, customer names and other technical, financial or business information, such as negotiations between the parties and discussions relating to the structuring of agreements, pricing, values, plans, prospects and assets of the City. b) Such information whether in written, encoded, graphic or other tangible form, or provided orally, shall be deemed to be confidential and proprietary (hereinafter "Confidential Information") unless it is clearly identified by the City prior to such disclosures as not being confidential or proprietary and Contractor shall use reasonable efforts to keep all such information and data strictly confidential and Contractor shall not purposefully divulge or permit its employees to purposefully divulge any information or data so acquired to any third party. Should the City desire transmission of such information or data to any third party, the City shall specify in advance writing the authorized recipient and any pertinent transmission details. Provided, however, Confidential Information shall not include information: (i) previously known to Contractor free of any obligations to keep it confidential; (ii) which becomes publicly known through no act of Contractor; (iii) which is rightfully received from a third party who is under no obligation of confidence to either the City or Contractor; (iv) which is independently developed by an employee, agent or contractor of Contractor who did not have any direct or indirect access to the information furnished thereunder; or (v) where disclosure is required by law.

b) Contractor agrees that it shall use same solely for the purpose set forth in this Agreement, and further agrees that it shall not make disclosure of any such Confidential Information to anyone except those of its employees to whom such disclosure is necessary for the purposes authorized by this Agreement. In addition, and not by way of limitation of such obligations:

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c) Upon termination of this Agreement, the City, upon request to Contractor, shall be entitled within 30 days of such request to delivery of all tangible information furnished by it, whether contained or stored on tapes, discs, files or otherwise, without cost. Provided, however, Contractor shall be entitled to retain one copy of its files.

d) The confidentiality provisions contained herein shall remain in effect for a period of three (3) years after expiration or termination of the Agreement.

**26. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY:** The City shall own the Work Product resulting from or arising out of this Agreement upon Contractor's receipt of full payment hereunder, including work in progress. The Work Product prepared by Contractor is not intended or represented to be suitable for reuse by the City or others on extensions of the project or any other project. Any reuse without prior written verification or adaptation by Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Contractor. Contractor warrants that it will not infringe on the copyright, trademark, patent or trade secrets of any other person or entity in providing the Work under this Agreement.

**27. PUBLICITY:** Contractor shall not use the City's name nor issue any publicity releases, including but not limited to, news releases and advertising, relating to the Purchase Agreement without the prior written consent of the City.

**28. FORCE MAJEURE:** Neither party shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to causes beyond its reasonable control, including but not limited to, acts of God, public enemy or government, riots, fires, natural catastrophe or epidemics. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided that the City may terminate this Agreement in accordance with Section 17.b.) hereof if the period of failure or delay exceeds ten (10) days. Each party shall notify the other promptly of any failure or delay in, and the effect on, its performance.

**29. ASSIGNMENT:** Contractor shall not assign this Agreement, in whole or in part, nor contract with any Subcontractor for the performance of the same or any of its parts, without first obtaining City's written consent, which consent shall not be unreasonably withheld. In the event the City consents to such assignment to a Subcontractor, nothing contained in this Agreement or such consent shall be construed as creating any contractual relationship between any Subcontractor and the City. Contractor shall be as fully responsible to the City for the acts and omissions of Subcontractors, and of persons employed by it as it is for the acts and omissions of persons directly employed by it. The City's consent shall not be construed as discharging or releasing Contractor in any way from the performance of the work or the fulfillment of any obligation under this Agreement.

**30. WORK BY OWNER:** The City may be performing work related to the Work with its own forces through separate purchase agreements with other contractors. In such instances, the City reserves the right to coordinate the Work with the work of its forces and the other contractors.

**31. CONDITION AT CITY'S SITE:** When the proper performance of any part of the Work depends upon other work, whether performed by Contractor or others, Contractor shall verify all necessary dimensions, measurements and equipment that may affect the Work. No adjustment to the Price shall be made for Contractor's failure to comply with this Section.

**32. PROTECTION OF PROPERTY AND PERSONS:** Equipment or material (including without limitation informational material) furnished by the City and all jigs, fixtures, dies, tools or patterns that the City has paid Contractor for shall, unless otherwise agreed in writing, be the property of the City and shall be returned to the City. Contractor will not use such equipment, material, jigs, fixtures, dies, tools and patterns in any of its business except its business with the City under this or other purchase orders. Contractor shall take all necessary precautions during the progress of the Work to protect all persons and the property of the City and others from injury, loss or damage including, without limiting Contractor's duties, any precautions directed by the City. Contractor shall assume full responsibility for all tools, equipment and materials to be used in connection with the Work.

**33. SAFE AND SECURE WORK SITE:** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall conduct all Work in compliance with OSHA regulations, the regulations of any other agency having jurisdiction over safety and health. Contractor shall maintain all reasonable safeguards at the City's Site to protect both employees and the public from injury or damage. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor shall comply with any safety, security and site access requirements of the City of which it has been made aware and shall sign a safety declaration if requested by the City. Without limiting Contractor's responsibilities under this Agreement, the City may require Contractor to remove from the City's Site any individual the City deems incompetent or otherwise objectionable, which determination shall be within the reasonable discretion of the City.

**34. PREMISES:** Contractor shall confine its facilities, materials, tools and equipment on the City's Site in areas specified by the City for that purpose. Contractor shall, during the progress of work and on a daily basis upon completion of the Work, clean up and remove from the City's Site and from the adjoining premises, driveways and streets all waste materials, rubbish, tools and machinery, and leave the City's Site and adjoining premises, driveways and streets free and clear from all obstructions. Furthermore, at the completion of Work, Contractor shall return the City's Site to its original condition or as otherwise required in the scope of work.

**35. THE CITY'S APPROVAL OF PLANS, SPECIFICATIONS AND SCHEDULES:** Contractor shall develop and submit for review and approval by the City any procedures, checklists, drawings, specifications and other documentation requested by the City to verify that

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the Work conforms to this Agreement. Contractor shall not proceed with any part of the Work which requires prior approval by the City until such approval has been obtained.

**36. DISPUTE RESOLUTION:** The parties shall use good faith efforts to resolve any disputes hereunder. In the event of a dispute hereunder that cannot be resolved by mutual discussions between the City and the Contractor, the disputing party shall provide written notice to the other party outlining in detail the basis for the dispute. The other party shall respond in writing within thirty (30) days, or such longer period as may be mutually agreed. Disputes not resolved within sixty (60) days following the issuance of written notice shall be referred to non-binding mediation. If within sixty (60) days after such disputes are referred to mediation, no resolution has been reached; either party may pursue its remedies in the courts.

**37. NOT USED**

**38. NOTICES:** Any notice required under the Agreement shall be in writing and shall be delivered, in person or transmitted by certified mail, return receipt requested, or national courier service providing proof of receipt, to the parties listed below. Either party may update such addresses on written notice to the other party. Notices shall be effective upon receipt.

To the City:

XXXXXXXXXX, XXXXXXXXXXXXXXXXXXXX  
City of XXXXXXXX  
XXXXXXXXXXXXX  
XXXXXX, IL XXXXXX

To the Contractor:

Layne Christensen Company  
721 W. Illinois Ave.  
Aurora, IL 60506

**39. INDEPENDENT CONTRACTOR:** Contractor shall operate as an independent contractor in the performance of this Agreement and not as an agent or employee of the City.

**40. CERTIFIED PAYROLL:** Contractor shall submit certified payroll for proceeding month by the 10<sup>th</sup> day of the subsequent month to the City of Aurora.

**41. SEVERABILITY:** If any provision(s) of this Agreement is found by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision(s) shall be deemed not to be a part of this Agreement and the remaining provisions shall remain in full force and effect.

**42. SURVIVAL:** The obligations and rights of the parties pursuant to the Assignment, Liens, Warranties, Confidential/Proprietary Information, Indemnification, Dispute Resolution, Publicity and Payment shall survive the expiration or early termination of this Agreement.

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**43. LAWS; CODES; RULES; REGULATIONS:** Contractor and its Subcontractors at their own expense shall obtain all necessary licenses and permits to conduct their businesses and those that are specific to the Work and shall otherwise comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations relating to performance of the Work, including but not limited to safety, environment, labor standards and workers' compensation. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

**44. NON-DISCRIMINATION IN EMPLOYMENT:** The City, Contractor and Contractor's Subcontractors (if any) agree to comply fully with the terms, provisions and obligations of the following clauses, as amended and supplemented from time to time, which are incorporated by reference into the Purchase Agreement: The Equal Opportunity Clause required by Executive Order 11246, as amended; Affirmative Action for Disabled Veterans of Vietnam Era Clause as required by the Vietnam Era Veterans Readjustment Assistance Act, and Affirmative Action for Handicapped Workers Clause or regulations issued pursuant to the foregoing, unless exempted by the Secretary of Labor.

**45. NO CONTINGENT FEE WARRANTY:** Contractor hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. In the event of a breach of this warranty, the City shall have the right to annul this contract without liability or in its discretion to deduct from the moneys due Contractor under this Agreement the full amount of such commission, percentage, brokerage or contingent fee.

**46. GOVERNING LAW; JURISDICTION:** This Agreement shall be governed by, construed in accordance with and enforced under the internal laws of the State or Commonwealth where the job site is located at which the Work is to be performed, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the federal or state courts of such State or Commonwealth.

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**47. NON WAIVER:** The failure of either party in any one or more instances to insist upon the performance of any of the terms or conditions of the Agreement or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise any such right.

**48. ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties with respect to this subject matter and supersedes any and all prior oral or written agreements. This Agreement governs repair and maintenance Work performed by Contractor for the City; any and all construction work performed by Contractor for the City shall be governed by the City's separate and distinct Construction Agreement with Contractor.

**49. EXHIBITS, SCHEDULES AND APPENDICES:** The following are attached to and expressly made a part of this Agreement:

- Schedule A – Partial description of services
- Schedule B - Price/Compensation/Rates
- Schedule C – Insurance requirements and example
- Schedule D – Sales Tax Exemption
- Schedule E – Special Conditions
- Exhibit 1 - Task Order
- Exhibit 2 - Layne Qualifications and Services

**50. CHANGED CONDITIONS:** The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions, conditions or utilities on or in the City's job site which were not brought to the attention of Contractor prior to the date of this Agreement and which materially and adversely impair Contractor's ability to meet its obligations under that Task Order will constitute a materially different site condition entitling Contractor, at its option, to terminate that Task Order (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the Contract price and time for performance. Contractor, however, shall only have the right to terminate if such different site condition(s) creates additional health and safety risks or requires Contractor to perform work outside the original scope or beyond its capabilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

<b>City of Marengo, IL</b>	<b>Layne Christensen Company</b>
Print Name:	Print Name:
Title:	Title:
Signature:	Signature:

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Attest:	Attest:
Date:	Date:

**SCHEDULE A**

DESCRIPTION OF WORK/SPECIFICATIONS

Projects to Include but not limited to:

- Preventative Maintenance Testing on Well and Booster Pumping Equipment
- Single-Source Contracting
- Operation and Maintenance Services
- Well and booster pump removal, inspection, repair, and reinstallation
- Downhole Video Services
- Well Rehabilitation (Chemical and Mechanical)
- Well Construction
- Pumping Equipment
- Pump Repair and Maintenance Service
- Environmental Drilling
- Hydrogeological Investigations
- Test Hole Drilling Management
- Well Siting Services
- Well Logging Services
- Aquifer Performance Studies
- Hydrogeological Modeling
- Surface Geophysics
- Borehole Geophysics
- Water treatment equipment maintenance and rehabilitation services

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**SCHEDULE B**

**Labor and Equipment Rates XX/XX/XX through XX/XX/XX**

The undersigned Purchaser hereby instructs Layne Christensen Company ("Contractor") to proceed with work on Purchaser's well and/or pumping equipment with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Work Order and with the specific understanding that Contractor will not be liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage, including damage to the well, well material, pump or water supply, resulting from Contractor's efforts to perform such work, or for any delay on Contractor's part in completing same. All work will be provided on a cost plus basis at the hourly rates described below. Charges will be made at the below listed rates for travel time from applicable Aurora or Beecher, Illinois equipment base to destination and return for men and equipment. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

1. Serviceman or machinist with hand tools.....	\$ XXX per hour
2. Serviceman with service truck and tools or welding truck .....	XXX per hour
3. Machinist with machine shop equipment .....	XXX per hour
4. Machinist with 12" pipe threading machine .....	XXX per hour
5. Serviceman with small hoist or winch truck or sandblast equipment .....	XXX per hour
6. Operator and backhoe .....	XXX per hour
7. Serviceman with small service rig or large hoist or flatbed crane.....	XXX per hour
8. Serviceman with large service rig or large cable tool rig or 15 ton truck crane.....	XXX per hour
9. Helpers (per helper) .....	XXX per hour
10. Time and one half rate for serviceman.....	add XXX per hour
11. Double time rate for serviceman.....	add XXX per hour
12. Time and one half rate for helpers (per helper).....	add XXX per hour
13. Double time rate for helpers (per helper).....	add XXX per hour
14. Mileage from Layne shop or nearest point and return to shop, if not covered by hourly rate above:	
(a) Auto.....	XXX per mile
(b) Pickup truck.....	XXX per mile
(c) One-ton truck.....	XXX per mile
(d) Flat-bed truck .....	XXX per mile
(e) Semi-trailer truck.....	XXX per mile
15. Per Diem:	
(a) Over 45 miles to 96 miles radius from base	XXX + motel cost/man/day
(b) Over 96 miles from base	XXX + motel cost/man/day

**Remarks:**

All Work shall be conducted within the terms of this agreement at the above stated unit pricing with a 5% reduction. All technical services such as Video Survey, Sonar Jet®, Boreblast™, High Potential Testing, CTU trailer, etc. shall be invoice at the standard pricing with a 10% reduction.

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NOTE: The final invoice will reflect the actual time and materials used on the job multiplied by the unit rates/prices indicated above and in any estimates provided. Any applicable taxes are not included and would be added to the invoice.

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**SCHEDULE C**

INSURANCE REQUIREMENTS  
Example certificates furnished below

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 4/9/2012																																																																																															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																																																																																	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																																																																	
<b>PRODUCER</b> Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City, MO 64112-1906 (816) 960-9500	<b>CONTACT NAME:</b> <b>PHONE:</b> <b>FAC, HA, Ext.:</b> <b>FAX, HOP:</b> <b>EMAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE:</b> <b>NAIC #</b> <b>INSURER A:</b> Old Republic Insurance Company      24147 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>																																																																																																
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	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> THIRD AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS																																																																																																
A	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$																																																																																										
	EXCESS LIAB																																																																																																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	MWC 11748000 STOPGAP (ND, OH, WA, WY)	5/1/2012	5/1/2013	<input checked="" type="checkbox"/> LVE STABLE <input type="checkbox"/> OTHER PER \$ 5,000,000 EL DISEASE - EA EMPLOYEE \$ 5,000,000 EL DISEASE - POLICY LIMIT \$ 5,000,000																																																																																										
	ANY EMPLOYER RESPONSIBILITY EXCLUSIVE OFFICIALS/EMERGENCY SERVICES (Excluded by 919)																																																																																																
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) JOB LOCATION: GENERAL WELL AND PUMP PROJECTS. CITY OF AURORA IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY COVERAGE, WHICH IS ON A PRIMARY, NON-CONTRIBUTORY BASIS, ONLY AS REQUIRED BY CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.																																																																																																	
<b>CERTIFICATE HOLDER</b>  10546959 CITY OF AURORA 44 E. DOWNER PLACE AURORA IL 60507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  																																																																																																

ACORD 25 (2010/05)

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**SCHEDULE D**

**SALES TAX EXEMPTION**

The City of Marengo is Tax Exempt and will furnish a Tax Exempt Certificate to the Contractor as a condition of this contract.

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**SCHEDULE E**

**SPECIAL CONDITIONS**

The City and Contractor may mutually agree to extend the term of this Agreement if the parties agree, in writing, on the terms of such extension. The billing rates in Scheduled B will increase annually as agreed by the parties.

TASK ORDER Services shall be provided only as specifically set forth in written Task Orders that shall be issued by the City. The Contractor is responsible for ensuring that they receive an executed copy of each Task Order. A formal of Task Order is attached hereto as Exhibit 1. Unless indicated otherwise on a Task Order, for purposes of this Agreement, Contractor shall report to and be responsible to the City's Representative, who shall be designated by the City. The Contractor shall not commence work until it receives an executed Task Order for such work, or alternatively, a City executed Purchase Order.

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**Exhibit 1**  
 Task Order

Date	
Project Name	
Project Scope (provide attachment as required)	
Schedule / timeline	
Additional Information	
<b>City of Marengo, IL</b>	<b>Layne Christensen Company</b>
Print Name:	Print Name:
Title:	Title:
Signature:	Signature:
Attest:	Attest:
Date:	Date:

**Exhibit 2**  
Layne Capabilities and Experience

1. HISTORY

A. Layne Christensen Company

Mahlon E. Layne began his well drilling career in 1882 in the Dakota Territory. Within a decade, the well drilling industry would be permanently changed by his innovations, earning more than 60 patents. Some of his innovations consisted of the design of a faster, more efficient steam-powered drilling rig; the Layne Pitless Pump, one of the first vertical turbine lineshaft pumps; the development of the Gravel Wall well; and the invention of the Layne shutter screen.

Mr. Layne's company, founded in 1882, has developed into an organization that is today known as Layne Christensen Company. With over 90 offices in the United States, and several more around the world, Layne Christensen Company is the largest provider of drilling services in the United States and one of the largest in the world.

Originally known as Layne-Western Company, our Illinois office was organized in May of 1924 with an 8' x 10' office, one well rig, and four employees. The Aurora, Illinois District has been part of this long standing organization for the last 90+ years with previous offices in Chicago, Illinois.

The Layne Companies, including the Aurora, Illinois District, have thrived on the utilization of a professional engineering staff to coordinate all work with the Client, maintain a high level of communication between the Client and field service crews, and to handle all water related needs of the needs of the Client.

The Layne Christensen Great Lakes Group continues to be one of the top operations in the Water Resources Division of Layne Christensen Company. Support is also available as necessary from other Layne offices such as St. Louis, Missouri; Milwaukee, Wisconsin; Lansing, Michigan; etc.

B. Layne/City of Aurora, Illinois Relationship

The relationship between Layne and the City of Marengo began in 1955. Our relationship has remained and grown almost continuously since and has included well construction, well rehabilitation, pump repair, testing, troubleshooting, etc. The City currently utilizes premium Christensen Pumps bowl assembly in Well No. 6. Layne Christensen Company is the Sole Service Representative for Christensen Water Well pumps.

C. Emergency Response

While there are fewer Cities now with single wells, there still are emergency situations in the water supply business. Our Emergency Response Procedures continue to be refined, as needed, in order that all customer needs are handled in a proper and expedient manner.

We currently utilize an answering machine at the Aurora, Illinois District office that details three phone numbers Layne Christensen employees' after-hours phone numbers if there is no answer.

Our Account Managers also have personal cards that include their cell phone numbers. While the City of Aurora emergencies have been rare over the years due to the significance of your water system, this procedure has been tested favorably several times in the past. We attempt to determine the priorities of each project and, of course, maintain contact with each Client to ensure project completions are to each Client's satisfaction.

2. Contractor Personnel

A. Professional Engineering Staff

We utilize a professional engineering staff of Account and Project Managers to handle all project coordination with the Client. The experience of the 6 Account and Project Managers in the Aurora District exceeds 100 years with the vast majority of this experience at Layne Christensen.

B. Field Crew Operations

Our field crew operations are coordinated by Jason Gerwing, our Operations Manager. He is supported by four Field Superintendents in an effort to coordinate the field service with the engineering staff/Client.

C. Emergency Contact Information, in order of contact

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Office phone numbers: Aurora, IL 630-897-6941; Beecher, IL 708-946-2244

1. Ahmad Hamdan, E.I.T      home  
Account Manager              cell phone 630.488.6449
  
2.    home  
Project Manager                cell phone
  
3.    home  
Field Supt.                        cell phone
  
4. Jason Gerwing                      home  
Operations Manager              cell phone
  
- 5.

D. Field Work Force

Our field service crews are all members of the International Union of Operating Engineers, Local 150 and are comprised of many very experienced well and pump servicemen in addition to newer hires who will provide the enthusiasm and experience for the future.

E. Corporate Support Staff

As an International Water Supply and Mineral Exploration Company, we have considerable Corporate staff that can be relied upon for their expertise. Specifically for the type of work for the Aurora, Illinois, we offer the following:

- \* Safety and Environmental Health Sciences Division (SEHS) – Richard Jewel, Regional Safety Specialist  
The SEHS staff is responsible for all safety related issues. We utilize a comprehensive safety program and abide by our Safety Practice Manual Regulations.
  
- \* Water Technologies Division – Mike Piercy, Water Treatment Specialist  
Great Lakes Group

By purchase of the Layne Hydro Group in the mid 1990's, a Water Treatment Division is now part of the Layne Christensen Company. The Water Treatment Division has been in existence for over 20 years and provided the treatment equipment currently installed in each of the City's radium removal plants. Layne's Great Lakes Group has completed numerous projects in Illinois, Wisconsin, and Michigan for the removal of

radium, iron, manganese, arsenic, and nitrates. Layne has treatment capabilities to address all contaminants that could be encountered while developing a potable water supply.

\* Layne Hydro

In Bloomington, Indiana and Milwaukee, Wisconsin, Professional Hydrologists and Geologists are on staff for any type of water supply needs. These can entail aquifer studies; well-head protection investigations, well rehabilitation problems, etc. While the Hydro group would be more applicable for the future water supply development, their expertise can also be utilized for well rehabilitation projects.

\* Other Layne Districts (Great Lakes Group)

As mentioned before, other districts in the surrounding states can be utilized to provide additional flexibility in any emergency situation. The Aurora, IL; Milwaukee, WI; and Lansing, MI Districts are more closely aligned as the *Great Lakes Group*. We are a "sub" group in the Company and work in conjunction on various projects/needs. We also have access to Layne rigs and crews in the other seventy plus U.S. office locations.

3. Field Equipment – Applicable to City of Aurora, Illinois Wells

A. SEMCO –S30,000 Pump Service Rig

This 2009 pump service rig and support equipment is capable of pulling most Aurora, IL well pumps. It allows for the use of either three or four man pump service crews depending upon the pump house and pump configuration. This equipment is frequently utilized on projects for the City of Aurora.

B. Smeal R36 Pump Service Rig

This 2007 pump service rig and equipment is also capable of pulling most Aurora, IL well pump. It is also a three or four man pump service crew-type rig depending upon the pump house and pump configuration. This equipment was utilized on one of the most recently completed Aurora pump repair projects.

C. Smeal R12 and R12E:

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These pump service rigs and are capable of pulling pumps with weights approaching 40,000 pounds. They allow for the use of either three or four man pump service crews depending upon the pumphouse and pump configuration.

D. Franks Big Rig 1:

These are WS100 model pump service rigs and are capable of pulling pumps with weights approaching 100,000 pounds. They allow for the use of either three or four man pump service crews depending upon the pumphouse and pump configuration.

E. National 16 Ton Truck Crane:

These two National cranes are used as support for all pump service projects for delivery, pickup, etc. The scheduling of these cranes is usually quite flexible.

F. Bucyrus-Erie 36L Cable Tool Rig:

This cable tool drilling rig is frequently utilized for deep well workover/rehabilitation. The rig's configuration makes it very valuable in liner replacement, airlift well rehabilitation, and well reconstruction. This rig is also capable of pulling any of the City's well pumps with either a three or four man pump service crew.

G. Chemical Treatment Unit (CTU):

Due to the increasing awareness of potential environmental damage in chemical treatment projects, Layne Christensen Company designed and has built several Chemical Treatment Units (CTU). We currently utilize three (3) CTU's at our disposal to allow for the treatment and neutralization of large quantities of acidic, basic, chlorinated, and turbid well-derived fluids. We can introduce the appropriate well treatment chemicals and neutralization chemicals in liquid or granular form. The treatment process is enhanced with the 2000 or 4000 gallon truck mounted tanks that can be used as surge tanks during the treatment process. This backflushing provides added energy to enhance the chemical treatments. During the discharge process, the 1000 GPM mounted centrifugal pump can discharge the neutralized chemicals to the desired, distant location.

H. Aries Video Survey / Sonar-Jet® Well Rehabilitation Van

This is a cargo van with equipment to televise wells over 2000' deep and to perform all necessary Sonar-Jet Well Cleaning projects. Our part-time technician is our former Operations Manager who has 50 years of experience with the company.

4. Aurora, Illinois Facility

A. Machine Shop

We utilize two full time, Union machinists to perform all necessary machining, fabrication, etc. for all pump repairs. The machine shop is a fully owned Layne facility and is operated by Layne employees in order to expedite and prioritize repairs as necessary. The machine shop utilizes two machine lathes for the fabrication of lineshafts, impeller shafts, bowl bushings, wear rings, etc. and a larger 22 ft. machine lathe for single pointing of larger diameter column pipe, threading of stainless steel pipe, and machining of large flanges. Two raised pump assembly racks are used for bowl assembly, tear down, and reassembly.

B. Sandblasting and Coating Work

A large portion of the yard is utilized for all needed sandblasting and coating work. Air compressors, sandblasting pots, and all necessary safety equipment are housed in an adjacent warehouse building. The pipe and oil tube coating work can be applied either by roller or airless sprayer equipment. Pipe coating work will normally include the use of PPG Aquapon LT NSF 61 epoxy coating.

C. Pipe Threading/Repair

We utilize our Oster 12R pipe threading machine for all necessary pipe repairs, rethreading, or threading of new column pipe. We can thread up to 12" pipe diameter in this machine and have done so on City projects.

D. Available Inventory

We normally stock approximately \$800,000.00 (±) worth of Byron Jackson submersible pumping equipment and Layne and Bowler lineshaft pumping equipment components, parts, etc. in our Aurora, Illinois yard. The decision to maintain such a high level of inventory was made many years ago so that we are able to expedite any emergency repairs that may arise.

## 5. Project Costs

### A. Layne Work Order Form

Well rehabilitation and pump repair work is normally performed on a time and material basis. In the past, our work has been performed according to the rates, terms, and conditions of our standard Work Order Form as shown in schedule B.

### B. Professional Engineer Cost

While Professional Engineers are on our Engineering staff, we do not perform typical Professional Engineering-type work. This type of work is left up to your Consulting Engineer of choice and we do not intend to infringe on their profession.

However, the availability of a Professional Engineer may be of some benefit to the City. This could include, but is not limited to, project management, attending City meetings, trouble shooting, or doing any type of preventative maintenance checking of the well that is necessary.

### C. Various Well Treatment Methods

It is difficult to provide a breakdown of the various well treatment/rehabilitation costs. The same process or project at one well might be a different cost than another well, due to varying depths, diameters, etc. We will provide a detailed estimate before any well treatment/rehabilitation prior to the beginning of any work.

1. 2000 Gallon C.T.U.
2. 4000 Gallon C.T.U.
3. BoreBlast™ Treatment Base Charge
4. Downhole Video Survey
5. High Potential Testing
6. Furnish, Install and Remove Airlift Surging Equipment
7. Well Development by Airlift Surging
8. Furnish, Install and Remove Air Pressurizing Equipment
9. Well Development by Air Pressurizing
10. Double Block Shooting
11. Penetrating Shots: 90 Gram
12. Bulk Nitroglycerin Shots

### D. Rate Increases

Layne currently has a contract through October 2016 with the International Union of Operating Engineers Local 150. This contract includes nominal increases each year for our service men. In addition to these increases our

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standard Labor and Equipment Rates form may be updated periodically to account for changes in fuel pricing, equipment configurations, etc. In the case of this Professional Services Agreement we would propose to furnish the City a new Labor and Equipment Rates form, along with any changes in the Well Treatment lump sums, for review and approval whenever changes are made.

E. Exclusive Well Contract Term

We propose to enter into this agreement with the City for a period of XXX years. At the end of the initial contract term the City will have the option of renewing the contract for varying length intervals.

F. Warranties

All labor, workmanship, and new materials would be provided with a one (1) year guarantee or warranty on all workmanship and new Flowserve/Byron Jackson equipment and materials. Should a problem develop with any of these items within the warranty period, the City would not be charged for any work to remedy the situation. However, if overtime is required to expedite the repair, the difference between the overtime and standard hourly rates would be chargeable.

The above warranties would apply for any material or new pump components furnished, with the exception of non-Flowserve/Byron Jackson submersible motors. Non- Flowserve/Byron Jackson equipment will maintain the industry standard one (1) year warranty. Other submersible motor manufacturers will not warranty our labor, thus, we would need to bill the City for any motor warranty projects with any other submersible motors. Since the City almost exclusively utilizes Byron Jackson Type H submersible motors this typically will not be an issue.

G. Other – Miscellaneous Fees

As stated during the well treatment method cost sections, it is also very difficult to provide detailed costs for pump repairs, pump parts, etc. since there are so many variables involved. We would negotiate all of these costs with the appropriate City representative before proceeding with any work.

## 6. Pump Manufacturer Representation

We have several exclusive dealership agreements that would allow for only Layne-Western to provide the appropriate, genuine parts for the various well pumps. These agreements are with:

- A. Layne and Bowler, a Division of Pentair Pump Group
- B. Byron Jackson, a Division of Flowserve/IDP/Pleuger Pumps
- C. Pleuger Submersible Motors and Pumps, a Division of Flowserve/IDP/  
Pleuger Pumps
- D. Christensen Pumps (Xylem-Goulds)

The submersible pumps utilized by the City mostly use the Byron Jackson Type H submersible motor. The pumps are of both all-bronze and cast iron bronze fitted construction and are either Layne and Bowler or Byron Jackson submersible pumps. While non-genuine parts could be available from other manufacturers, we would be able to provide the genuine repair parts at the lowest cost available. We also maintain an extensive inventory of replacement parts that allows our machine shop to expedite typical pump repairs.

Layne introduced the Christensen Pumps several years ago, which utilizes Goulds pump components along with long time Layne and Bowler features such as the Layne combination coupling. While the Goulds pump agreement is non-exclusive, we receive a quantity discount from Goulds pump because of all the various Layne Districts that purchase from them.

We also represent Johnston and Peerless Pump Companies, two long time, highly reputable pump manufacturers.

## 7. General Scope of Work

### A. Lead Account Manager Duties

The Lead Account Manager will be involved well before the project commencement. Once the authorization has been received to move forward with a project(s), the Lead Project Manager would provide any desired information, estimates, etc. to the City; schedule the crew for work; handle all details of the project during the course of the work; and basically handle everything necessary from start to finish including the procurement of materials, invoicing the City, etc.

The Lead Account Manager would also be available for periodic site visits, review of present pumping data, troubleshooting, etc., and as desired by the City Water Department.

The Lead Account Manager will also update the well and pump repair history and provide two copies to the City after each project.

**B. Field Crews**

The field service crews would be responsible for contacting the appropriate City representative prior to arrival in City and discuss all facets of the project before proceeding with any work. Daily operations would include all measures necessary to efficiently carry out the work needed at the specific well(s). During any project the City will be furnished with a mobile contact number for our crew foreman. Should notification and/or approval of any changes in the scope of work be necessary, the City would be contacted immediately.

**C. Typical Pump Repair**

A pre-test before pulling a pump may be done if there is some question as to the specific capacity or production of the well.

All safety measures would be undertaken to properly set up the pump service rig, support equipment, etc. Assuming the pump is pulled in a typical fashion without fishing for its retrieval due to a pipe separation, etc.; each well pump would be pulled and transported to our machine shop for disassembly and inspection.

Following the removal of the well pump, the following would typically be done:

- Measuring the total depth and static water level of the well
- Inspecting column pipe on-site and deciding on need for sandblasting for inspection, power washing, etc.
- Dismounting the bowl assembly from motor
- Dewatering the motor seal chamber and performing seal flotation tests
- Placing the motor in a storage position
- Draining the motor completely and servicing the motor with a new oil filter and replacement oil (*\*Note that motor servicing will be completed on-site or in our Aurora, IL yard by factory certified Byron Jackson service personnel*)

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- Disassemble the bowl assembly in Aurora machine shop for further inspection, cleaning, repairs, etc.
- Perform all necessary repairs, as authorized by the City
- Reinstall and perform minimum two hour pumping test to waste
- Demobilize all equipment

In the case of a typical pump repair project, as well as any well rehabilitation project, the crew will fill out a detailed Well Test Data Sheet for typing and ultimate delivery to the City. We typically would take readings at 10 minute intervals recording GPM, water levels, pressure, 3 phase amps, sand production and note water quality.

The well would be disinfected with any bacteriological samples collected and analyzed by the City.

D. Layne/Flowserve Motor Service Center

As the City is aware, the Illinois Legislation that bans the "sale and distribution of certain mercury-added products" will be effective July 1, 2012 and will have an impact on our clients that utilize the Flowserve Byron Jackson type H mercury sealed submersible motor. This legislation does not affect the existing type H installations but has a serious impact on new submersible motor installations and also replacement motors. Existing type H motors can continue to be utilized and serviced on a routine basis as long as the mercury seal is functional and operating as designed. This will allow us to continue the typical maintenance project outline above.

All new Flowserve / Byron Jackson motors will have the Type M design. This motor has two wearing mechanical seals that will need replacement as part of a typical preventative maintenance program. Flowserve Byron Jackson's type M double mechanical sealed motors have been manufactured since the late 1970s as specialized units and offered as a standard product since 1990. Layne will provide a reference list or installation list for these Type M motor upon request. Additional information regarding these motors can be found at the Flowserve website:

<http://www.flowserve.com/files/Files/Literature/ProductLiterature/Pumps/fpd-1361-ea4.pdf>

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In order to provide an increased level of service and value to our clients, Layne and Flowserve have begun preparation to open a Motor Service Center in Aurora, IL. The service center will be located at Layne's facility and will have the ability to provide mechanical seal replacements, filter changes, oil changes, balance line replacements, motor reservoir can replacements, along with the standard diagnostic and inspection services that Layne has provided historically.

Layne's motor technicians are Flowserve trained and authorized. Standard warranties will apply to all repairs, workmanship, and new materials. Only Flowserve genuine parts will be utilized in all motor servicing.

This service center will add to Layne's current capabilities and its proximity to our clients will provide a significant benefit in repair time and a reduction in freight cost.

This will allow us to continue to offer the expedited motor servicing that the City has become accustomed to as Type M motors are installed in the future.

## 8. Key Subcontractors/Suppliers

### A. Flowserve/Byron Jackson – Taneytown, Maryland

Layne Christensen is the exclusive representative for all Flowserve/Byron Jackson submersible pumping equipment in the state of Illinois. Motor repairs that cannot be completed in Aurora and motor seal conversions will be conducted at the Flowserve facility in Taneytown. Any motor seal conversions will be accompanied by a certification that the mercury has been 99.9% removed from the motor prior to conversion. To our knowledge this certification is not provided by any other motor repair shops in the United States. Repair items from our stock including flat cables, submersible motors, bowl castings and impellers are original equipment produced by Flowserve/Byron Jackson.

### B. K&K Supply Company – Conroe, Texas

While we do not have an exclusive agreement, we do receive a Layne national quantity discount through our Central Purchasing Department for the use of K&K Supply for various repair components such as threaded and coupled column pipe, pipe couplings, column check valves, etc.

C. Water Systems Engineering

As mentioned previously, we have an alliance with these two firms for the future development and improvement in water well rehabilitation technology. We can provide a sample report that we can obtain from Water Systems Engineering which is basically a detailed water chemistry profile with bacteria analysis and recommendations. Two sets of samples are taken and delivered to WSE for analysis and their detailed report.

9. Well Rehabilitation Methods

A. Traditional Chemical Treatments

We have performed the following types of treatments for many, many years with some very good results:

- Super-chlorination: We would typically use sodium hypochlorite for any super chlorination project, in concentrations that would vary depending upon the situation.
- Acid Treatment: Hydrochloric acid and water is mixed to make a 15% muriatic acid solution. This is the traditional acid treatment solution.
- Non-Polyphosphate treatments can be performed in the rare cases where sands or silts are a problem. We tend to stay away from polyphosphate treatments due to the fact that they are food for bacteria.
- Stiles-Kem products, such as their Bio-Purge or WD-3100 chemicals have been utilized to enhance the results from our Surge and Purge and BoreBlast well treatment methods.

As mentioned previously, our Chemical Treatment Unit can be utilized in any of the above cases to help the injection of the chemical solution; surging of the solution while in the well during reaction; and neutralization during the discharge process.

B. BoreBlast™

Many deep wells in northern Illinois have been developed using the BoreBlast process. The BoreBlast process, described in the enclosed brochure, utilizes an Air Impulse Generator suspended on a flexible high pressure hose. The

tool is filled with high pressure nitrogen, or, in extreme cases, air. When the tool discharges the gas is released into the well bore. The brief release of energy creates a rapid movement of water in a percussive wave. The combined forces loosen any buildup or materials accumulated on the borehole walls. This process has also been used to successfully develop sandstone formations to increase specific capacity and decrease sand pumpage. In conjunction with this process we often utilize a submersible pump or airlift surging equipment so that we are able to pump off the loosened material immediately from the well. The various, available chemicals could also be used to help enhance this process.

C. QC-21® Well Cleaner

This is a variation of the traditional hydrochloric acid treatment and includes the use of our special QC-21 well cleaner as developed by our chemist Roger Miller and Water Systems Engineering. The addition of the QC-21 well cleaner allows us to significantly reduce the amount of the hazardous hydrochloric acid used in a well treatment. It also allows us to leave the solution in the well longer for more reaction time because of the much greater holding capacity of the dissolved solubles provided by the QC-21 well cleaner.

D. Miscellaneous

There are a number of other available well treatment methods such as surge block development, brushing, airlifting, air pressurizing, etc. that are basically very general in nature and obviously available to use, as the need arises.

10. Safety

Layne would like to stress our commitment to providing the City of Aurora with a company committed to making Health & Safety our number one priority during the course of this contract. Layne has a comprehensive, industry leading, health and safety program which can be viewed at [www.laynesafety.com](http://www.laynesafety.com). It is composed of, but not limited to, the following:

Supervisor's Accident Prevention Manual

Safety Practices Manual

Hazard Communication Manual

Fleet Manual

Emergency Response Plans

Site Specific Health and Safety Plan

Auditing Forms and Procedures

Mentoring Program

All Layne employees have and continue to be trained by Layne Safety. Documentation of each employees training can be provided upon request. All technicians are trained Local 150 Operating Engineers.

11. Sustainability

In 2011 Layne became the first American company in our industry to respond to the Global Reporting Initiative (GRI). Layne's fiscal year 2014 report follows the GRI G3.1 guidelines and is Layne's second annual report on sustainability. The full report is available as a downloadable PDF at [www.layne.com/sustainability](http://www.layne.com/sustainability).

WORK ORDER



WATER · MINERAL · ENERGY

**Layne Christensen Company**

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941  
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

Purchaser: \_\_\_\_\_  
 Job Location: \_\_\_\_\_

**SERVICE RATES - EFFECTIVE OCTOBER 1, 2015**

	Straight Time		Overtime	Doubletime
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Serviceman w/hand tools	175.00	1400.00	262.50	350.00
Serviceman w/service truck and hand tools, or welder	204.00	1632.00	291.50	379.00
Helper	143.00	1144.00	214.50	286.00
Serviceman and 1 Helper	318.00	2544.00	477.00	636.00
<u>Small Rig or Winch Truck (\$40.00)</u>				
1 Man Crew	215.00	1720.00	302.50	390.00
2 Man Crew	358.00	2864.00	517.00	676.00
3 Man Crew	501.00	4008.00	731.50	962.00
<u>Middle Rig, Large Hoist or Flatbed Crane (\$62.00)</u>				
1 Man Crew	237.00	1896.00	324.50	412.00
2 Man Crew	380.00	3040.00	539.00	698.00
3 Man Crew	523.00	4184.00	753.50	984.00
<u>Big Rig, Large Hoist and Poles, or Large Crane (\$102.00)</u>				
1 Man Crew	277.00	2216.00	364.50	452.00
2 Man Crew	420.00	3360.00	579.00	738.00
3 Man Crew	563.00	4504.00	793.50	1024.00
4 Man Crew	706.00	5648.00	1008.00	1310.00
Power Tong Usage, per 8 hour shift		450.00		
<u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	169.00	1352.00	245.00	321.00
12" Threading Machine and Operator	195.00	1560.00	271.00	347.00
Serviceman w/hand tools	152.00	1216.00	228.00	304.00
Helper	139.00	1112.00	208.50	278.00
Sandblast Equipment and 2 man crew	339.00	2712.00	484.50	630.00

Mileage: Auto: \$0.55      Pickup: \$0.70      1-Ton: \$1.00      2-1/2 Ton Flatbed: \$2.10      Semi-Tractor: \$2.75

Subsistence-Per Man  
 Over 55 miles radius from home office.....\$60.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for sixty (60) days from the date of invoice or other written notice from Contractor. After said sixty (60) days, disposal of such equipment may be made by the Contractor without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

REMARKS:

\_\_\_\_\_  
 Work Authorized on Behalf of Purchaser By: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_



HRGreen

**HR GREEN, INC. (HRG)**  
 City of Marengo (CoM) Update  
 November 8, 2016



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

Item No.	HRG Project No./Name (City Acct)	Tasks	CoM Action Required	HRG Action Required	Contract Amount	Billed To Date	Remaining Budget
1.	86120385.01/Wastewater System Improvements (31-00-736.00)	The plant improvements have been completed. The warranty items are being monitored and completed by the contractors and their subs. Additional items have been identified and are being worked on by the City Staff/HR Green. <b>An action item list has been created and is being monitored/reviewed biweekly or as staff needs assistance via email. Site meetings are scheduled on an as needed basis. Last site meeting was 10/7/16.</b>	<ul style="list-style-type: none"> <li>Attend site meetings as required. Coordinate with WBCI for any warranty items. Seven months remain on the warranty until May 2017.</li> <li>Review In/I in system and create priority list by lift station area served – <b>separate project coordination with Howard Moser and his team.</b></li> <li>Continue to monitor Fat Oil Grease (FOG) in system – <i>separate project</i></li> <li>Phosphorus Removal Feasibility Study – <b>Separate 2017 project (NPDES Permit Special Condition)</b></li> </ul>	<ul style="list-style-type: none"> <li>Offer guidance and expertise as required/requested.</li> <li>Bi-weekly phone conference or site meetings to aid City with plant and any remaining comments/concerns, if required</li> </ul>	\$0.00	\$0.00	\$0.00
2.	88160345 IL Rte. 23 @ Jane Adams Tollway – Interchange Phase 1 and II	<u>Month of October</u> <ul style="list-style-type: none"> <li>Completed kick off meeting with City, MCDOT, IDOT and Tollway</li> <li>Attended meeting with City/Tollway on October 27<sup>th</sup> to review project status and right-of-way process</li> <li>Initiated survey, data collection</li> <li>Finalizing study and MCEDC Economic Impact report with Pam Cumpata</li> </ul> <u>Month of November</u> <ul style="list-style-type: none"> <li>Submit MOU/IGA to Tollway/IDOT in mid-November</li> <li>Schedule monthly update meeting with City and MCDOT - Week of Nov 28, 2016.</li> <li>Finish topographic survey.</li> <li>Continue on Phase I study/planning</li> </ul>	<ul style="list-style-type: none"> <li>Attend update meetings – as scheduled</li> <li>Coordinate with Stakeholders when required</li> <li>Work on ROW needs – discussions with Owners once study has been updated.</li> <li>Work on marketing plan Fall 2016/Winter 2017</li> </ul>	<ul style="list-style-type: none"> <li>HR Green will continue to coordinate and present at County, IDOT, Tollway and stakeholder meetings. Provide meeting minutes and exhibits as needed. Provide monthly or quarterly updates to the City, County, IDOT, Tollway, MCEDC and other stakeholders. See tasks for details.</li> <li>Separate meeting minutes, reports, and information will be distributed as it becomes available each month.</li> <li>Assist/update Economic Impact Study with Pam Cumpata at MCEDC to resubmit to IDOT for approval and funding support.</li> </ul>	\$2,657,409.91	\$0.00	\$2,657,409.91
3.	86140257 IL 23 at I-90 Feasibility Study	<u>Month of October</u> <ul style="list-style-type: none"> <li>Received MCDOT comments regarding the Feasibility Study.</li> <li>Finalized the Feasibility Study and identify the preferred interchange type.</li> <li>Presented preferred interchange type at City Council meeting – 10/24/16</li> </ul> <u>Month of November</u> <ul style="list-style-type: none"> <li>Finalize/Approve alternative at 11/14/16 City Council meeting.</li> <li>Waiting to receive MCDOT comments regarding the Feasibility Study.</li> <li>Finalize the Feasibility Study and submit final to all parties.</li> </ul>	<ul style="list-style-type: none"> <li>Attend update meetings – as scheduled</li> <li>Review/Approve recommendation for Alternative No. 4 at 11/14/16 City Council meeting so team can proceed with Phase I.</li> </ul>	<ul style="list-style-type: none"> <li>Finalize Feasibility Study – obtain approval for Alternative No. 4 and proceed to project listed above Phase I/Phase II</li> </ul>	\$289,608.25	\$289,608.25	\$0.00
4.	86130105/Prospect Const. Obs. (40-00-736.00)	Awaiting IDOT approvals estimated spring 2016 or beyond pending IDOT review. HR Green prepared summary report for City Staff and submitted for review. <i>No action at this time.</i>	Attend update meetings as required and sign all final paperwork when submitted. Pay IDOT invoices as they are submitted. <i>No action at this time.</i>	Complete the closeout process with the City, contractor, and IDOT. Met with IDOT to attempt of move IDOT approval of outstanding authorizations. <i>No action at this time.</i>	\$0.00	\$0.00	\$0.00
5.	86140148/FPA Amendment and Sanitary Sewer Master Planning (37-00-736.00)	FPA Amendment Documents and Sanitary Sewer Master Plan have been substantially completed and have been reviewed with City Staff. City Staff and HR Green will present the information and recommendations to the City Council in fall 2016 along with a schedule of next steps if requested. <i>No action at this time.</i>	City Staff to review the FPA Amendment documents and Sanitary Sewer Master Plan and prepare for presentation to City Council.  <i>No action at this time.</i>	HR Green finished the FPA Application and Sanitary Sewer Master Plan Report and submitted to the City for review and comment. HR Green to coordinate pre-final review meeting and then prepare for a presentation to the City Council. Submit to CMAP/EPA after City council review spring 2017. <i>No action at this time.</i>	\$43,000.00	\$42,519.15	\$480.85
6.	86160200.01/Genl. Cons. (2016/2017 – May 1 through April 30) (01-51-636.00)	Meeting attendance, research, coordination as requested on a monthly basis. Detailed backup is provided with invoices.	Coordinate with HR Green to complete tasks on a monthly basis.	Ongoing services for meeting attendance, research, and coordination with various agencies and/or City staff.  Attend meeting with City, Owner, Developers, and Engineers to host kickoff meetings as requested.	T&M as requested by City	--	N/A

Item No.	HRG Project No./Name (City Acct)	Tasks	CoM Action Required	HRG Action Required	Contract Amount	Billed To Date	Remaining Budget
7.	86160153/Deerpass Estates VI	<i>Work is substantially completed - Awaiting punchlist/paperwork</i>	Attend progress meetings – Ongoing as needed	Continue coordination with Geske and Sons to get project punchlist completed and finalize quantities and pay requests	\$8,100.00	\$7,303.83	\$796.27
8.	86160154/Deerpass Meadows II	<i>Work is substantially completed - Awaiting punchlist/paperwork</i>	Attend progress meetings - Ongoing as needed	Continue coordination with Geske and Sons to get project punchlist completed and finalize quantities and pay requests	\$15,299.99	\$12,804.10	\$2,495.89
9.	86160155/Settler's Cove	<i>Work is substantially completed - Awaiting punchlist/paperwork</i>	Attend progress meetings - Ongoing as needed	Continue coordination with Geske and Sons to get project punchlist completed and finalize quantities and pay requests	\$7,000.00	\$5,263.83	\$1,736.17
10.	86160189 Battery Storage of Marengo (Escrow Account)	Plan Review No. 1 completed. Submitted to design engineer for revisions.  <b>Plans were resubmitted for review on 11/7/16. HR Green will complete review the week of 11/14/16 and finalize with Design Engineer</b>	Review plan recommendation and approve when 2 <sup>nd</sup> letter from HR Green is received	<ul style="list-style-type: none"> <li>▪ Complete review No. 2</li> <li>▪ Finalize approval and send letter of recommendation when completed with review letter items</li> </ul>	\$6,505.00	\$2,823.50	\$3,681.50
11.	2016 Water Main Project 86140346.01 (City Project)	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.  <i>No Activity – On Hold</i>	<ul style="list-style-type: none"> <li>• Review scope and fee for proposed work in Sept/Oct.</li> <li>• Approve contract at next available Council meeting – <b>On Hold</b></li> <li>• Update escrow account prior to Notice To Proceed</li> </ul> <i>No Activity – On Hold</i>	<ul style="list-style-type: none"> <li>• Complete plans in winter 2017 and complete construction in summer 2017 with 300 West LLC Segment 1A</li> </ul> <i>No Activity – On Hold</i>	\$30,000.00	\$0	\$30,000.00
12.	Brookside Meadows Punchlist 86160309 (Escrow Account)	Part-time observation as requested by Director of Public Works and contractor  Ongoing coordination with Developer and Contractor  <i>Project is substantially completed</i>	Provide construction observation when required for Public Works Staff.  <b>Review Letter of Credit reduction and acceptance of improvements</b>	<ul style="list-style-type: none"> <li>▪ Part-time observation as required</li> <li>▪ <b>Punchlist review when project completed</b></li> <li>▪ <b>Closeout and acceptance process when requested</b></li> </ul>	\$6,500.00	\$5,878.53	\$621.47
13.	Railroad St/Ritz Rd Water Main - Review/Plan Check (300 LLC) 86160244 (Escrow Account)	IEPA permit sent in. Awaiting contract to be let and pre-construction meeting to be setup  Create part-time construction observation scope/fee to be paid for by 300 West LLC <i>No Activity – On Hold</i>	Attend meeting if required Obtain escrow account money for construction observation  <i>No Activity – On Hold</i>	Part-time observation when requested – scope/fee to follow prior to work beginning  Waiting for escrow account to be established and authorization to proceed. – <b>On Hold</b>	\$3,700.00	\$3,685.24	\$14.76