

Posted: 1/4/2017

REGULAR CITY COUNCIL MEETING
January 9, 2017, 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:** December 19, 2016 Special Meeting Minutes
6. **Approval of the List of Bills**
7. **New Business**
 - a. Discussion Regarding the Development of Enterprise Zones
 - b. Action on Execution of a Contract with Working World Inc. for Recruitment and Hiring Services for Part Time Building Department Employee
 - c. Presentation and Request for Direction on Extension of the Refuse/Recycling Franchise Agreement with MDC Environmental
8. **Mayor's Statements and Reports**
9. **Department Head and Staff Reports**
10. **Reports and Statements from City Council**
11. **Adjournment**

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**Marengo City Council
Special Meeting Minutes
City Council Chambers
132 E. Prairie Street
Marengo, IL 60152
December 19, 2016**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Donald B Lockhart led everyone in the Pledge of Allegiance.

ROLL CALL

Present this evening are Mayor Donald Lockhart; Aldermen Matt Keenum, Mike Miller, Michael Smith, Nicole DeBoer, Brett Martin, Todd Hall and Steve Mortensen. Also present are City Administrator Gary Bode, Asst City Administrator Joshua Blakemore, Chief of Police Rich Solarz, Public Works Director Howard Moser, City Attorney Carlos Arevalo, and Finance Director Jennifer Snelten. Alderman Dennis Hammortree and City Engineer Tim Hartnett were absent.

PUBLIC PARTICIPATION

None

APPROVAL OF MINUTES - November 28, 2016 Regular Meeting Minutes

Alderman Nicole DeBoer made a motion, seconded by Alderman Michael Smith, to approve the minutes from the November 28th, 2016 Regular Meeting. The aldermen voted as follows:

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

The motion passed.

APPROVAL OF LIST OF BILLS

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

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

The motion passed.

CONSENT AGENDA

- a. Proclamation – National Drunk and Drugged Driving (3D) Prevention Month for December 2017
- b. Action on an Ordinance Establishing the Regular Meeting Dates of the City Council for 2017
- c. Action on an Ordinance Abating the Tax Levied for Tax Year 2016 to Pay the Principal and Interest on the \$2,740,000 General Obligation Refunding Bonds (Alternate Revenue Source) Series 2005 and the \$1,500,000 Taxable General Obligation Bonds (Alternate Revenue Source) Series 2010 and the \$4,975,000 General Obligation Bonds (Alternate Revenue Source) Series 2014 for the City of Marengo, McHenry County, IL

- d. Action on an Ordinance Authorizing the Abatement of 2016 City of Marengo Taxes on Certain Property Annexed to the City of Marengo Pursuant to 35 ILCS 200/18-184 – Western Parcels Annexed in 2007
- e. Action on an Ordinance Reducing the Number of Class EE Liquor Licenses

The City Clerk recommended changing the meeting date for December (item b) from December 11, 2017 to December 18, 2017. The Council agreed to this change.

Alderman Keenum questioned the property involved in item d – Abatement of 2016 City of Marengo Taxes – and was advised that the property involved is farm land, not commercial or residential property.

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to approve the Consent Agenda items, with an amendment to the meeting date in December from 11th to the 18th of December. The aldermen voted as follows:

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

NEW BUSINESS

- a. Action on the Tax Levy Ordinance for the City of Marengo for Tax Year 2016
 Finance Director Snelten reviewed the information with the Council, and answered questions on the various items. The projected increase is actually .79%, but the City is asking for 5% to try and capture the full .79% that is projected by the County Assessor.

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen to approve the Tax Levy Ordinance for the City of Marengo for the Tax Year 2016. The aldermen voted as follows:

Ayes: Smith, Martin, Mortensen, DeBoer, Hall and Miller
 Nays: Keenum (based only on the increase in the Cemetery Funds)
 Abstain: 0
 Absent: Hammortree
 The motion passed.

- b. Second Quarter Budget Report for FY 2016/2017
 Finance Director Snelten went over the 2nd Quarter Budget Report with the Council and answered questions pertaining to the water/sewer fund information shown.

- c. Action on an Ordinance Levying Taxes for Special Service Area #2 for the 2016 Tax Year – Parkrise Unit 5

Assistant City Administrator Blakemore reviewed the information on SSA #2, and explained the change to a lesser amount for the 2016 Tax Year – (.25% of the assessed value). The fund balance is close to \$25,000, and the recommendation is to drop the amount from \$4,000 to \$1,000. This SSA is for maintenance and upgrades to the pond that benefits Parkrise Subdivision Unit 5.

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to approve an Ordinance Levying Taxes for SSA #2 for the 2015 Tax Year – Parkrise Unit 5. The aldermen voted as follows:

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

Nays: 0
Abstain: 0
Absent: Hammortree
The motion passed.

d. Action on a Professional Services Agreement with Layne Christensen for Water/Well Related Projects

Public Works Director Moser reviewed the agreement with the Council, and is recommending going with this contract on a one year trial basis. Layne Christensen Company currently works on the City's wells, and they are offering the City discounts on labor and material rates. This contract would apply only to the three (3) current wells.

Alderman Matt Keenum made a motion, seconded by Alderman Todd Hall, to approve a Professional Services Agreement with Layne Christensen for water/well related projects. The aldermen voted as follows:

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

e. Action on an Ordinance Amending Section 6.24, Trees Located on Public and Private Property, of the Marengo Municipal Code, Prohibiting Trees being planted in the Public Right-Of-Way
Public Works Director Moser clarified with the Council the proposed Ordinance amending the current City code, ending the practice of planting replacement/new trees in the ROW, and updating positions listed in the current code.

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to approve an Ordinance amending Section 6.24, Trees Located on Public and Private Property, of the Marengo Municipal Code, prohibiting trees being planted in the Public Right-of-Way. The aldermen voted as follows:

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

f. Action on an Intergovernmental Agreement with the City of Woodstock for Building Department Services

Administrator Boden spoke on the various items for the building department needs: (1) hiring of a temporary half-time clerical position (2) hiring seasonal employee(s) to do a majority of the grass mowing (3) contracting the inspection process with the City of Woodstock with an IGA. PWD Moser has agreed to take on the responsibilities of doing local code enforcement at this time, but that would be subject to his time availability.

Alderman Michael Smith made a motion, seconded by Alderman Nicole DeBoer, to approve an Intergovernmental Agreement with the City of Woodstock (correction made on page 3 to show the City of

Marengo address - item J) for Building Department Services on a 6 month trial basis. The aldermen voted as follows:

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

Alderman Michael Smith exited the meeting at 7:40 PM

g. Discussion and Request for Direction on Code Enforcement Services
PWD Moser has agreed to take on the code enforcement duties at this time, with the understanding that if the additional duties become overwhelming, this will be brought back to the Council for discussion and action on the possibility of employing a part-time person to take on those specific duties.

MAYOR'S STATEMENTS AND REPORTS

Mayor Lockhart talked about the Santa Visit at City Hall, and was pleased with both the turnout and the persons that helped to make it successful. He wishes everyone a Merry Christmas and a Happy New Year. A big thank you to Gene Carroccia for all his help this year on the Santa program.

DEPARTMENT HEAD AND STAFF REPORTS

Assistant City Administrator Joshua Blakemore has received paperwork from HR Green on Prospect Street Project. The lighting grant payments are expected to finally come through. The budget work will begin in January, with work sheets going to the various departments. In January, there is the probability of discussing the two (2) TIF Districts in town.

Finance Director Jennifer Snelten reminded the Council that they received the October and November financial reports in their packets.

Public Works Director Howard Moser reported that there was the first main break for the winter – today. The WWTP had a problem with freezing occurring on the waste line, but things are improving at this time. Snow removal is proceeding well, and the City is using Beet Heat with the salt.

Chief of Police Rich Solarz has issued letters of recognition for 3 officers for life-saving events that have taken place in the last 6 months. One of these events involved the officer using NARCAN, and they were successful in bringing the person back that had overdosed. He will ask the 3 officers to attend a Council meeting and will present them with medallions in recognition of these events. There will be a change in procedure for work being done on subpoenas. The police department will now be charging a fee to the attorney for the items that are being placed in the subpoenas.

City Administrator Gary Boden spoke briefly about the Prairie Aggregate project, and explained that there is an amendment being looked at to the original annexation agreement between Jack Pease and the City. When there is more information available, he will see that the Council is updated with that information. There have been inquiries made on property along Route 23 now that the interchange has been approved.

City Attorney Carlos Arevalo wished everyone a Happy Holiday Season.

City Clerk Boxleitner reported that there is a full slate of candidates running for election on the 4th of April. The candidates are: Mayor – John Arient, Donald Lockhart and John Koziol. Clerk – Connie

Boxleitner. Ward1 (4 year term) Nicole DeBoer and Raymond Knake. Ward 1 (2 year term) Michael Miller. Ward 2 – Steven Mortensen. Ward 3 – Matt Keenum. Ward 4 – James Regelin and Dennis Hammortree.

REPORTS AND STATEMENTS FROM CITY COUNCIL

None

ADJOURNMENT

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to adjourn the meeting. The motion passed with a voice vote. The meeting adjourned at 8:54 PM.

Constance J Boxleitner
City Clerk

The City Council approved these minutes on _____.

DRAFT

CITY OF MARENGO

BOARD MEETING: 01/09/16

BILLS PAYABLE REPORT FOR JANUARY, 2017

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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
724136-01 JANUARY 2017 MEDICAL INSURANCE PLAN PREMIUMS/ EMPLOYEE SHARE	01-208-00C	8,230.18
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$331.47
F015934-01 JANUARY 2017 LIFE INSURANCE PLAN PREMIUMS/ VOLUNTARY EMPLOYEE SHARE	01-208-002	331.47
METLIFE (1369)		\$748.66
KM05911825-01 JANUARY 2017 DENTAL INSURANCE PLAN PREMIUMS/ EMPLOYEE SHARE	01-208-00C	748.66
VISION SERVICE PLAN OF ILLINOIS (2199)		\$115.16
12222915-01 JANUARY 2017 VISION INSURANCE PLAN PREMIUMS/ EMPLOYEE SHARE	01-208-00C	115.16
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$9,425.47
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$4,407.86
724136-01 JANUARY 2017 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.0C	4,407.86
CHICAGO METRO AGENCY FOR PLANNING (2360)		\$281.10
015144300 2017FY LOCAL CONTRIBUTION	01-51-443.0C	281.10
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$96.25
F015934-01 JANUARY 2017 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.0C	96.25
11TH STREET EXPRESS-PRINTING, INC. (623)		\$29.89
119164 GENERAL FUND CHECKS	01-51-565.01	29.89
FIRST NATIONAL BANK OF OMAHA (2575)		\$839.85
077367 BED, BATH & BEYOND/ COOKIES WITH SANTA SUPPLIES	01-51-580.0C	45.21
264047 PRESS PLUS/NW HERALD WEB SUBSCRIPTION	01-51-531.0C	7.99
282554 WALMART/FOOT SWITCH FOR CHRISTMAS TREE	01-51-580.0C	6.39
294199 CREDIT/DOLLAR GENERAL/RETURN OF UNUSED COOKIES WITH SANTA SUPPLIES	01-51-580.0C	-26.67
296660 DOLLAR GENERAL/SUPPLIES FOR COOKIES WITH SANTA	01-51-580.0C	28.02
423954 USPS/MAILING OF DECEMBER 2016 NEWSLETTER/ 4000 COPIES	01-51-532.0C	596.46
510877 DELUXE PRINTING/W-2 & 1099 TAX FORMS	01-51-565.01	72.32
727730 DOLLAR GENERAL/COOKIES WITH SANTA SUPPLIES	01-51-580.0C	110.13
HAGG PRESS INC. (3017)		\$919.00
2956 PRINTING OF DECEMBER 2016 NEWSLETTERS/ 4000 COPIES	01-51-533.02	919.00
HINCKLEY SPRINGS (2998)		\$55.91
14457314 082516 DECEMBER 2016 WATER DELIVERY	01-51-565.01	30.99
14457314 082516 NOVEMBER 2016 WATER DELIVERY	01-51-565.01	24.92
IDES (565)		\$456.58
0802560 CITY OF MARENGO 4TH QUARTER 2016 UNEMPLOYMENT PREMIUM PAYMENT	01-51-408.02	456.58
IDES (2391)		\$275.91
0809486 MARENGO CEMETERY BOARD 4TH QUARTER 2016 UNEMPLOYMENT PREMIUM PAYMENT (REIMBURSED)	01-51-408.02	275.91
MARENGO-UNION CHAMBER OF COMMERCE (1292)		\$45.00
13991 DECEMBER CHAMBER LUNCHEON/LOCKHART	01-51-429.01	15.00
13991 DECEMBER CHAMBER LUNCHEON/BODEN & BLAKEMORE	01-51-443.0C	30.00
MCHENRY COUNTY COUNCIL OF GOVERNMENTS (1337)		\$35.00
16303 DECEMBER MEMBERSHIP MEETING	01-51-480.0E	35.00
METLIFE (1369)		\$522.55
KM05911825-01 JANUARY 2017 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.0C	522.55

CITY OF MARENGO

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
OFFICE DEPOT (1575)		\$107.88
886163229001 KITCHEN SUPPLIES	01-51-565.01	3.99
887813768001 COPY PAPER	01-51-565.01	39.26
889584971001 CALENDARS AND CALCULATOR PRINT PAPER	01-51-565.01	64.63
RESERVE ACCOUNT (1766)		\$250.00
POSTAGE METER ACCOUNT 28966935	01-51-532.00	250.00
SMITH AMUNDSEN LLC (3021)		\$203.00
509956 NOVEMBER 2016 LEGAL SERVICES/BROOKSIDE MEADOWS/NO RETAINED PERSONNEL DEPOSIT	01-51-637.00	203.00
VISION SERVICE PLAN OF ILLINOIS (2199)		\$65.08
12222915-01 JANUARY 2017 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	65.08
TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES		\$8,590.86
<u>POLICE DEPARTMENT EXPENDITURES</u>		
AT&T (109)		\$519.90
815Z0200074899 FINAL BILL/ PD TO LITH T1 LINE	01-52-523.00	256.90
815Z0400047651 12/16/16-1/15/17 SERVICE/RADIO CIRCUIT FROM WATER TOWER TO PD	01-52-523.00	263.00
BLUE CROSS BLUE SHIELD (228)		\$16,534.04
724136-01 JANUARY 2017 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	16,534.04
CALL ONE (2639)		\$908.00
1212081-1132973 12/15/16-1/14/17 SERVICE/T1 LINE FROM PD TO MCHENRY DISPATCH	01-52-523.00	908.00
FIRST NATIONAL BANK (693)	01/06 CK# 34328	\$13,365.69
20039441 INTEREST PAYMENT/POLICE DEPARTMENT EXPANSION LOAN	01-52-594.02	3,124.84
20039441 PRINCIPAL PAYMENT/POLICE DEPARTMENT EXPANSION LOAN	01-52-594.02	10,240.85
CINTAS CORPORATION #355 (411)		\$77.14
355322405 FLOOR MATS	01-52-510.00	77.14
CITY OF MCHENRY (415)		\$10,728.37
201612194702 JANUARY 2017 DISPATCH SERVICES	01-52-688.00	10,728.37
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$159.37
F015934-01 JANUARY 2017 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	159.37
MSC - 410526 (579)		\$39.40
1000585977 KITCHEN SUPPLIES	01-52-565.02	31.65
1000587534 CLEANING SUPPLIES	01-52-565.02	7.75
11TH STREET EXPRESS-PRINTING, INC. (623)		\$29.89
119164 GENERAL FUND CHECKS	01-52-565.02	29.89
FIRST NATIONAL BANK OF OMAHA (2575)		\$148.82
146391 EVIDENT, INC./MIKROSIL CASTING PUTTY	01-52-565.02	41.02
510877 DELUXE PRINTING/W-2 & 1099 TAX FORMS	01-52-565.02	67.80
790612 IPASS/AUTO REPLENISH	01-52-545.00	40.00
HINCKLEY SPRINGS (2998)		\$306.51
14457314 092516 DECEMBER 2016 WATER DELIVERY	01-52-565.02	123.19
14457314 092516 NOVEMBER 2016 WATER DELIVERY	01-52-565.02	183.32
KARSTEN'S TIRE & AUTO (1108)		\$50.00
64850 TOW CHARGE/M5	01-52-511.00	50.00
METLIFE (1369)		\$1,311.93
KM05911825-01 JANUARY 2017 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	1,311.93

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>POLICE DEPARTMENT EXPENDITURES</u>		
OFFICE DEPOT (1575)		\$85.19
886163229001 STENO BOOKS, BATTERIES, STAPLES, PAPER CLIPS AND FILE FOLDERS	01-52-565.02	46.21
886163297001 PENS	01-52-565.02	5.99
887813768001 CHAIR MAT	01-52-565.02	32.99
RESERVE ACCOUNT (1766)		\$125.00
POSTAGE METER ACCOUNT 28966935	01-52-532.0C	125.00
SEMPER FI PRINTING LLC (3082)		\$52.48
26786 POLICE DEPARTMENT LETTERHEAD	01-52-565.02	52.48
RICHARD A SOLARZ (1959)		\$25.00
REIMBURSEMENT DECEMBER CHIEFS OF POLICE MEETING	01-52-430.0C	25.00
SPEEDWAY SUPER AMERICA LLC (2400)		\$1,724.88
100 1325 594 11/7-12/6/16 FUEL	01-52-566.0C	1,724.88
VISION SERVICE PLAN OF ILLINOIS (2199)		\$177.26
12222915-01 JANUARY 2017 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.0C	177.26
VERIZON WIRELESS (2787)		\$471.37
687248174-00001 11/16-12/15/16 SERVICE	01-52-523.0C	254.43
687248174-00001 11/16-12/15/16 SERVICE	01-52-523.0C	216.94
TOTAL POLICE DEPARTMENT EXPENDITURES		\$46,840.24
<u>STREET DEPARTMENT EXPENDITURES</u>		
1ST AYD CORPORATION (2921)		\$258.20
PSI86228 TRASH CAN LINERS	01-53-567.0C	258.20
BA LIGHTING, LLC (3015)		\$1,199.97
50584 THREE STREET LIGHT FIXTURES	01-53-527.01	1,199.97
BLUE CROSS BLUE SHIELD (228)		\$6,424.31
724136-01 JANUARY 2017 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.0C	6,424.31
CINTAS CORPORATION #355 (411)		\$380.69
355322116 UNIFORMS	01-53-469.0C	96.86
355325134 UNIFORMS	01-53-469.0C	92.36
355328107 UNIFORMS	01-53-469.0C	96.86
355331101 UNIFORMS	01-53-469.0C	94.61
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$50.98
F015934-01 JANUARY 2017 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.0C	50.98
ED'S AUTOMOTIVE (609)		\$87.00
445 TRUCK INSPECTIONS/T15 & T17	01-53-511.0C	58.00
630 TRUCK INSPECTIONS/T14	01-53-511.0C	29.00
11TH STREET EXPRESS-PRINTING, INC. (623)		\$29.88
119164 GENERAL FUND CHECKS	01-53-567.01	29.88
FACTORY MOTOR PARTS CO (3087)		\$63.00
1-5149901 ANTI-GEL DIESEL TREATMENT	01-53-511.0C	63.00
FIRST NATIONAL BANK OF OMAHA (2575)		\$425.75
510877 DELUXE PRINTING/W-2 & 1099 TAX FORMS	01-53-567.01	22.60
806037 AMERICAN WATER WORKS ASSOCIATION/ WATER DISTRIBUTION COURSE & TEXTBOOK/MOSER	01-53-430.0C	290.00
987777 FIMCO AGSPRAY/BRINE SPRAY FILTERS	01-53-511.0C	113.15

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>STREET DEPARTMENT EXPENDITURES</u>		
METLIFE (1369)		\$513.56
KM05911825-01 JANUARY 2017 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.0C	513.56
RUSH TRUCK CENTERS HUNTLEY (2915)		\$882.00
3004817177 POWER STEERING HOSE/T16	01-53-511.0C	44.03
3004861151 POWER STEERING ASSEMBLY/T16	01-53-511.0C	756.89
3004904424 LOCKING RETAINER/PITMAN ARM/T16	01-53-511.0C	86.78
3004939917 ABS SPEED SENSOR/T16	01-53-511.0C	103.33
CREDIT RETURNED PART/ORG INV. 3004647691	01-53-511.0C	-109.03
SPEEDWAY SUPER AMERICA LLC (2400)		\$681.44
100 1325 594 11/7-12/6/16 FUEL	01-53-566.0C	681.44
STARK SERVICE, INC. (2634)		\$266.00
141665 CONCRETE/SECOND AVE AND STATE STREET SIDEWALK REPAIR	01-53-514.0C	266.00
TERMINAL SUPPLY CO. (2069)		\$71.08
73956-00 PLOW SHOE BOLTS	01-53-511.0C	71.08
VISION SERVICE PLAN OF ILLINOIS (2199)		\$73.02
12222915-01 JANUARY 2017 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.0C	73.02
VERIZON WIRELESS (2787)		\$206.92
687248174-00001 11/16-12/15/16 SERVICE	01-53-523.0C	206.92
TOTAL STREET DEPARTMENT EXPENDITURES		\$11,613.80
<u>PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES</u>		
CINTAS CORPORATION #355 (411)		\$72.88
355322405 FLOOR MATS	01-54-510.0C	72.88
LINDSAY METAL MADNESS (3043)		\$15.07
0865 ANGLE BRACKET FOR TREE STAND	01-54-594.04	15.07
TEMPLE DISPLAY LTD (2857)		\$2,131.60
16247 CHRISTMAS DECORATIONS	01-54-594.04	2,131.60
TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURE		\$2,219.55
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$4.64
F015934-01 JANUARY 2017 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-55-403.0C	4.64
11TH STREET EXPRESS-PRINTING, INC. (623)		\$29.88
119164 GENERAL FUND CHECKS	01-55-565.0C	29.88
FIRST NATIONAL BANK OF OMAHA (2575)		\$4.52
510877 DELUXE PRINTING/W-2 & 1099 TAX FORMS	01-55-565.0C	4.52
HINCKLEY SPRINGS (2998)		\$85.61
14457314 082516 DECEMBER 2016 WATER DELIVERY	01-55-565.0C	12.84
14457314 082516 NOVEMBER 2016 WATER DELIVERY	01-55-565.0C	72.77
RESERVE ACCOUNT (1766)		\$25.00
POSTAGE METER ACCOUNT 28966935	01-55-532.0C	25.00
VERIZON WIRELESS (2787)		\$139.51
687248174-00001 11/16-12/15/16 SERVICE	01-55-523.0C	139.51
TOTAL BUILDING DEPARTMENT EXPENDITURES		\$289.16

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
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GENERAL CORPORATE FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	9,425.47
51	ADMINISTRATION DEPARTMENT	8,590.86
52	POLICE DEPARTMENT	46,840.24
53	STREET DEPARTMENT	11,613.80
54	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	2,219.55
55	BUILDING DEPARTMENT	289.16
	TOTAL GENERAL CORPORATE FUND EXPENDITURES	78,979.08

CITY OF MARENGO

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WARRANT NO.: 1

MOTOR FUEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
K-TECH SPECIALTY COATINGS, INC (3106)		\$4,740.00
201612-K0043 BEET HEAT CONCENTRATE	20-00-714.00	4,740.00
TOTAL MOTOR FUEL TAX FUND EXPENDITURES		\$4,740.00

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WATER & SEWER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>WATER DEPARTMENT EXPENDITURES</u>		
AMERICAN WATER WORKS ASSOC. (71)		\$83.00
1/1/17-12/31/17 MEMBERSHIP DUES/NETZER	30-70-443.0C	83.00
BLUE CROSS BLUE SHIELD (228)		\$1,498.17
724138-01 JANUARY 2017 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.0C	1,498.17
CINTAS CORPORATION #355 (411)		\$70.76
355322116 UNIFORMS	30-70-469.0C	22.19
355325134 UNIFORMS	30-70-469.0C	22.19
355328107 UNIFORMS	30-70-469.0C	22.19
355331101 UNIFORMS	30-70-469.0C	22.19
CREDIT OVERPAYMENT	30-70-469.0C	-18.00
CONSTELLATION NEWENERGY, INC. (463)		\$2,316.61
0036915204 11/14-12/15/16 SERVICE/840 GREENLEE	30-70-526.0C	1,475.81
0036915210 11/14-12/15/16 SERVICE/105 LYNN DR/PUMP STATION	30-70-526.0C	840.80
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$16.68
F015934-01 JANUARY 2017 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.0C	16.68
DEBT SERVICE FUND (532)		\$22,254.25
JANUARY 2017 TRANSFER TO DEBT SERVICE FUND	30-70-587.0C	22,254.25
11TH STREET EXPRESS-PRINTING, INC. (623)		\$44.16
119164 WATER SEWER FUND CHECKS	30-70-565.01	44.16
FIRST NATIONAL BANK OF OMAHA (2575)		\$9.22
510877 DELUXE PRINTING/W-2 & 1099 TAX FORMS	30-70-565.01	9.22
HD SUPPLY WATERWORKS, LTD. (872)		\$151.28
G545922 VALVE COVER FRAME	30-70-512.0E	151.28
MCHENRY ANALYTICAL WATER LAB INC (1345)		\$90.00
592663 WATER SAMPLE TESTING	30-70-638.0C	45.00
592833 WATER SAMPLE TESTING	30-70-638.0C	45.00
METLIFE (1369)		\$226.92
KM05911825-01 JANUARY 2017 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.0C	226.92
RESERVE ACCOUNT (1766)		\$50.00
POSTAGE METER ACCOUNT 28966935	30-70-532.0C	50.00
SES-SMITH ECOLOGICAL SYSTEMS COMPANY (1944)		\$1,092.65
20264 REGULATOR, SEAL ASSEMBLY & PUMP STACK/WELL #7	30-70-512.0E	1,092.65
SPEEDWAY SUPER AMERICA LLC (2400)		\$402.67
100 1325 594 11/7-12/6/16 FUEL	30-70-566.0C	402.67
STARK SERVICE, INC. (2634)		\$653.50
141560 SAND FOR STREET REPAIRS	30-70-565.02	231.50
141587 SAND FOR STREET REPAIRS	30-70-565.02	422.00
TRIMBLE NAVIGATION LIMITED (2991)		\$950.00
116000150068 TRIMBLE HANDHELD LICENSE RENEWAL	30-70-512.0C	950.00
U.S. POSTAL SERVICE (2137)	01/03 CK# 18753	\$172.92
JANUARY 2017 WATER-SEWER BILLS FOR SECTION 3, AND PAST DUE BILLS FOR SECTION 2	30-70-532.0C	172.92
VISION SERVICE PLAN OF ILLINOIS (2199)		\$27.14
12222915-01 JANUARY 2017 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.0C	27.14
VERIZON WIRELESS (2787)		\$103.46
687248174-00001 11/16-12/15/16 SERVICE	30-70-523.0C	103.46

CITY OF MARENGO

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WATER & SEWER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TOTAL WATER DEPARTMENT EXPENDITURES		\$30,213.39
<u>SANITARY & WASTEWATER DEPARTMENT EXPENDITURES</u>		
ADVANCED AUTOMATION & CONTROLS (2637)		\$2,350.00
16-2577 LABOR AND MATERIAL/ISOLATED ANALOG OUTPUT MODULE IN BIOSOLIDS BUILDING	30-75-511.00	2,350.00
AT&T UVERSE (3018)		\$64.00
144219884 11/13-12/12/16 INTERNET SERVICE/WWTP	30-75-523.00	64.00
BLUE CROSS BLUE SHIELD (228)		\$3,097.75
724136-01 JANUARY 2017 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	3,097.75
CINTAS CORPORATION #355 (411)		\$285.20
355322116 UNIFORMS	30-75-469.00	66.30
355325134 UNIFORMS	30-75-469.00	66.30
355328107 UNIFORMS	30-75-469.00	66.30
355331101 UNIFORMS	30-75-469.00	66.30
CINTAS FIRST AID & SAFETY (2993)		\$24.60
5006587066 REPLENISH FIRST AID KIT	30-75-565.01	24.60
CONSTELLATION NEWENERGY, INC. (463)		\$9,505.36
0036823498 11/9-12/11/16 SERVICE/1350 N. STATE/WWTP	30-75-526.00	9,505.36
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$28.59
F015934-01 JANUARY 2017 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	28.59
DEBT SERVICE FUND (532)		\$22,254.25
JANUARY 2017 TRANSFER TO DEBT SERVICE FUND	30-75-587.00	22,254.25
11TH STREET EXPRESS-PRINTING, INC. (623)		\$44.15
119164 WATER SEWER FUND CHECKS	30-75-565.01	44.15
FIRST NATIONAL BANK OF OMAHA (2575)		\$13.56
510877 DELUXE PRINTING/W-2 & 1099 TAX FORMS	30-75-565.01	13.56
HINKLEY SPRINGS (2998)		\$42.17
14457314 082516 DECEMBER 2016 WATER DELIVERY	30-75-565.01	10.00
14457314 082516 NOVEMBER 2016 WATER DELIVERY	30-75-565.01	32.17
JAMES C. MANGUM (2966)		\$200.00
REIMBURSEMENT 2016/17 UNIFORM ALLOWANCE	30-75-469.00	200.00
MCHENRY ANALYTICAL WATER LAB INC (1345)		\$360.00
592742 LAB SAMPLE TESTING	30-75-635.00	360.00
METLIFE (1369)		\$226.02
KM05911825-01 JANUARY 2017 DENTAL INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	226.02
NEWMAN TRAFFIC SIGNS (1508)		\$31.06
TI-0305252 SIGNS FOR WWTP	30-75-565.02	31.06
RESERVE ACCOUNT (1766)		\$50.00
POSTAGE METER ACCOUNT 28966935	30-75-532.00	50.00
RUSH TRUCK CENTERS HUNTLEY (2915)		\$269.95
3004939977 STARTER/T13	30-75-511.00	269.95
SPEEDWAY SUPER AMERICA LLC (2400)		\$288.47
100 1325 594 11/7-12/6/16 FUEL	30-75-566.00	288.47
U.S. POSTAL SERVICE (2137)	01/03 CK# 18753	\$172.91
JANUARY 2017 WATER-SEWER BILLS FOR SECTION 3, AND PAST DUE BILLS FOR SECTION 2	30-75-532.00	172.91
UNITED LABORATORIES (2153)		\$121.76
INV176638 HAND SANITIZER	30-75-565.01	121.76

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WATER & SEWER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>SANITARY & WASTEWATER DEPARTMENT EXPENDITURES</u>		
USA BLUE BOOK (2169)		\$919.87
125732 LAB TESTING SUPPLIES	30-75-565.0€	141.90
126294 LAB TESTING SUPPLIES	30-75-565.01	725.02
132904 LAB TESTING SUPPLIES	30-75-565.0€	52.95
VISION SERVICE PLAN OF ILLINOIS (2199)		\$41.43
12222915-01 JANUARY 2017 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.0C	41.43
VERIZON WIRELESS (2787)		\$147.93
687248174-00001 11/16-12/15/16 SERVICE	30-75-523.0C	147.93
TOTAL SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		\$40,519.03

WATER & SEWER FUND RECAP		
CODE	DESCRIPTION	AMOUNT
70	WATER DEPARTMENT	30,213.39
75	SANITARY & WASTEWATER DEPARTMENT	40,519.03
	TOTAL WATER & SEWER FUND EXPENDITURES	70,732.42

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SUMMARY ALL FUNDS

BANK ACCOUNT	BANK	DESCRIPTION	AMOUNT
01-102-00C	01	GENERAL CORPORATE FUND-CASH IN BANK	78,979.08 *
20-102-00C	20	MOTOR FUEL TAX FUND-CASH IN BANK	4,740.00 *
30-102-00C	30	WATER & SEWER FUND-CASH IN BANK	70,732.42 *
TOTAL ALL FUNDS			154,451.50 **

7A

TO: Mayor and City Council
FROM: Gary Boden, City Administrator
DATE: January 4, 2017
RE: Discussion Regarding the Development of Enterprise Zones

Long-time McHenry County economic development specialist and McHenry County Economic Development Corporation Board Member Charlie Eldridge will be on-hand Monday night to talk about probably the most effective local community economic development tool available in Illinois (other than out-right grants). It is the intent to bring the Council and the community up to speed about how Enterprise Zones work, how they can impact business and industrial development, what it takes to create one, and its impact upon local units of government.

While there is no plan to create an Enterprise Zone at this time, within the next 6-18 months Council may very well be asked to consider its creation in connection with in-town and Tollway area non-retail business and industrial development incentives. If impactful industrial development is to occur with our community, we may be at a complete disadvantage against other in-state and out-of-state if Marengo can't provide opportunities to develop the infrastructure necessary to support such development.

Monday night's presentation is to give an initial understanding about Enterprise Zones – nothing more and nothing less.

7B

AGENDA SUPPLEMENT

To: Mayor and City Council

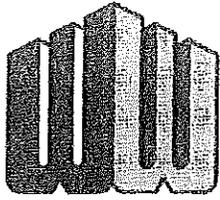
From: Jennifer Snelten, Finance/HR Director

For: January 9, 2017 Regular City Council Meeting

Re: Temporary to Permanent Placement Agreement between Working World Inc. and the City of Marengo

Attached for your review and approval is an agreement between the staffing agency and the city in order to implement the hiring process of the temporary part-time clerical position to be filled as discussed at the December 19, 2016 meeting. The city attorney has reviewed and approved the agreement as presented.

A motion to approve the agreement is respectfully requested.



WORKING WORLD INC.

STAFFING SERVICES

TEMPORARY TO PERMANENT PLACEMENT AGREEMENT

Company Name: City of Marengo

Ordered by: Jennifer Snelten

Job Location: 835 W. Grant Hwy. Public Works Building

Direct Phone: 1-815-568-7112 x 227

Email: jsnelten@cityofmarengo.com

Job Description: Part time long term temporary clerical position at the Public Works Building working approximately 18 hours per week. Main duties will consist of the following: assisting contractors and residents with permits, answering phones, providing customer service in person and on phone and perform general clerical duties.

Working World Inc. employees may only be placed in the positions requested by you and cannot be utilized for other positions unless agreed upon, in writing, by Working World Inc.

Working World Employee: TBD

Target Start Date: TBD

Pay rate range: \$12.67/hour

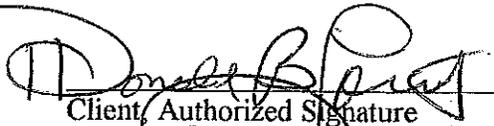
Bill Rate: \$19.26/hour

You will also see a \$0.30 per hour ACA surcharge per hour as a separate line item.

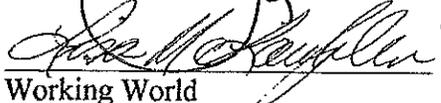
Employees accepting positions are designated as temp to hire and will remain on Working World's payroll a minimum of 400 hours. There is no fee to hire employee after the required hours have been met.

Note: Weekly invoices, payable upon receipt.

In partial consideration for Working World Inc.'s agreement to provide staffing services, I agree to pay Working World Inc. promptly upon receipt of invoice, including interest at the rate of 1.5 % per month for all balances outstanding over thirty days from date of invoice. I also agree to pay Working World Inc. reasonable costs of collection including, but not limited to, interest, court costs, attorney fees and any other costs of collection.


Client, Authorized Signature

12/30/16
Date


Working World

12/30/16
Date



WORKING WORLD INC.
STAFFING SERVICES

Working World Inc.
Terms and Conditions

- City of Marengo certifies that the hours reported by fax or on the company's time sheets, are correct and that the work was performed in a satisfactory manner. If City of Marengo is not satisfied with the Working World employee's performance, they do not have to pay for it, provided you notify us within the first 8 hours of the assignment. All hours in excess of 40 hours during Working World's (WW) payroll week are paid at time and one half.
- The employee(s) listed on the temporary placement agreement will be placed in the position(s) requested by your company and will not be utilized for other positions unless agreed upon in writing by Working World Inc. It is also agreed that Working World Inc.'s insurance does not cover automobile collision or automobile liability risks.
- Working World insurance does not cover loss or damage caused by Working World employees operating City of Marengo owned or lease vehicle(s). City of Marengo therefore accepts full responsibility for claims, including defense thereof, involving bodily injury, property damage, fire, theft, collision, cargo damage or public liability damage sustained or incurred as a result of a Working World employee driving such vehicle(s), or arising out of or involving violation by City of Marengo of paragraph (2), above.
- City of Marengo recognizes Working World's employer relationship with its personnel, and accepts the obligation to discuss all matters concerning their employment, job assignments, pay procedures, etc., with Working World Inc.
- In the event one of our employees is transferred to City of Marengo payroll in advance of the time period agreed upon, a settlement to Working World Inc. from City of Marengo would be in order, calculated as the bill rate multiplied by the remaining hours per the Placement Agreement. Additionally, City of Marengo will not encourage Working World employees to apply and work for another staffing agency or temporary service and subsequently be assigned at City of Marengo in the same or other capacity, or City of Marengo will pay to Working World Inc. the above mentioned bill rate multiplied by 100 hours .
- City of Marengo shall not entrust Working World employees with unattended premises, cash, negotiable instruments or other valuables or authorize such employees to operate machinery or motor vehicles without prior written permission form Working World in each instance.
- Working World is not responsible for claims made under its fidelity bond unless such claims are reported to Working World in writing by City of Marengo within 10 days of occurrence.
- City of Marengo shall indemnify and save and hold Working World harmless from claims and demands arising out of the Occupational Safety and Health Act as it relates to premises owned or controlled by City of Marengo and to which Working World employees are assigned.
- City of Marengo acknowledges his/her understanding that the invoices are for labor and therefore agrees to pay such invoices within 30 days of receipt. In the event City of Marengo fails to pay the charges of Working World (whether for employee services or settlement fee) when due, City of Marengo shall pay collection and/or litigation costs including service charges and attorney fees.


Client Authorized Signature

December 29, 2016
Date

7C

TO: Mayor and City Council
FROM: Gary Boden, City Administrator
DATE: January 4, 2017
RE: Presentation Regarding a Proposal to Extend the Residential
Refuse, Recycling, and Yard Waste Collection Contract

After a November meeting I had with Greg Jury and Rick Bryant of MDC Environmental, Inc., f/k/a Marengo Disposal Company, on December 6 I received a proposal with two options to extend the current garbage franchise agreement for five or seven years beyond the existing agreement that expires on September 30, 2019.

Please understand that the company has recently secured seven acres of "M-Manufacturing" zoned property behind their Greenlee Street location that extends back to the railroad tracks. It is their intent to build a much needed parking lot (along with storm water detention), and perhaps reserve a site for future building expansion. Obviously, the company is making a longer-term commitment to stay in our community.

Other than receiving this proposal, there has not been any conversations with MDC about their contract extension request. It has been our understanding that MDC would introduce this idea to the Council with the understanding that if so directed, staff negotiation of this proposal would then take place following Monday night so that a Council vote regarding the extension proposal's approval would occur during the February 13 meeting.

December 6th, 2016

Gary Boden City Administrator
City of Marengo
132 East Prairie Street
Marengo, IL. 60152

Dear Gary,

Rick Bryant and I would like to thank you for meeting with us to discuss your current refuse and recycling service. We would also like to thank you for expressing interest in extending the existing Agreement. As we mentioned to you, the City of Marengo has been a long time partner of MDC Environmental and our goal is to continue our relationship for many years into the future. I have prepared the following proposals for you and the Mayor to review and consider:

Option I

Term: 5 years

Effective Date: April 1st, 2017

Conditions: Extension of the existing Agreement with the same services. In addition, MDC will supply all the residents with full service a 95 gallon trash cart to be used for weekly trash service. Residents that are on the sticker program will not receive a cart.

Current monthly rates (base rate ~~\$19.31~~^{\$19.13} per month) will remain unchanged for the first year of this new Agreement. There will be an annual rate adjustment of 3% starting April 1st 2018 for the duration of the agreement.

Option II

Term: 7 years

Effective Date: April 1st 2017

Conditions: Extension of the existing Agreement with the same services. In addition, MDC will supply all the residents with full service a 95 gallon trash cart to be used for weekly trash service. Residents that are on the sticker program will not receive a cart.

Gary Boden, City Administrator
City of Marengo
December 6th, 2016
Page Two

Current monthly rates (base rate ~~\$19.31~~ ^{\$19.13} per month) will remain unchanged for the first year of this new Agreement. There will be an annual rate adjustment of 3% starting April 1st 2018 for years two (2) through five (5) of the Agreement. The rate for the sixth (6th) year of the Agreement would remain unchanged from the fifth (5th) year rate. The seventh (7th) and final year of the Agreement would again be subject to the 3% rate adjustment clause.

Both proposals include the option for the City of Marengo to receive a single bill from MDC. If the City chooses the master billing option, the monthly service rate would be reduced by \$0.25 per month per residence. Other communities using the master billing option typically invoice their residents through the water/sewer billing system. This type of system is convenient to residents as it reduces the number of monthly household invoices they are required to manage. The Village would have the right to switch to a master billing system at any time during the life of the Agreement.

MDC would propose that both options also include a clause that would allow MDC the ability to open pricing negotiations with the City in the event of significant and sustained increases in diesel fuel prices and/or significantly increased landfill disposal costs resulting from new State or Federal taxes or other newly imposed governing body surcharges. If the parties are unable to reach an agreement during these negotiations, the City would reserve the right to issue an open RFP for the contract services, and MDC would reserve the right to match the lowest responsible bid received by the City during the RFP process.

If you have any questions about this proposal or if there are other services that you would like to consider, please let me know and I will be happy to discuss them with you. I can be reached anytime at 815-965-2861. Thanks again Gary and we look forward to finalizing this extension with the Mayor and the City Council in the near future.

Sincerely,

Greg Jury
Municipal Sales Manager
MDC Environmental Services

**THIRD AMENDMENT TO THE
CITY OF MARENGO AGREEMENT FOR RESIDENTIAL REFUSE, RECYCLING
AND
YARD WASTE COLLECTION**

This Third Amendment to the City of Marengo Agreement for Residential Refuse, Recycling and Yard Waste Collection is executed this 25th day of September, 2012, by and between the City of Marengo, county of McHenry, Illinois, a municipal corporation (the "City") and MDC Environmental Services, Inc., f/k/a Marengo Disposal Company (the "Contractor") and collectively referred to as the "Parties".

WHEREAS, on September 17, 2004, the Parties entered into an agreement for the curbside collection of residential refuse, recycling and yard waste within the City (the "Agreement"); and

WHEREAS, on February 27, 2006 the Parties amended the Agreement to extend the initial term and provide for the collection of a certain number of bulk items at no cost to the residential customers; and

WHEREAS, on August 27, 2008 the Parties amended the Agreement to reflect an increase in rates under the Agreement and removal of the City's obligation to pay the Contractor directly for vacuum services as defined in Section 3.8 of the Agreement.

NOW, THEREFORE, the Agreement is amended as follows, and this Third Amendment shall supersede the provisions of the Agreement all prior Amendments to the extent those provisions are inconsistent with or supplemented by the provisions of this Third Amendment:

1. The initial term of the Agreement shall be extended to September 30, 2019.
2. Rates in effect during the term of the Agreement shall be as follows:

	Curbside Service	Prepaid Refuse Sticker	Prepaid Yard Waste Sticker
10/1/2012 - 9/30/2013	\$17.00/mo	\$2.50/ea	\$2.00/ea
10/1/2013 - 9/30/2014	\$17.51/mo	\$2.58/ea	\$2.06/ea
10/1/2014 - 9/30/2015	\$18.04/mo	\$2.65/ea	\$2.12/ea
10/1/2015 - 9/30/2016	\$18.58/mo	\$2.73/ea	\$2.19/ea
10/1/2016 - 9/30/2017	\$19.13/mo	\$2.81/ea	\$2.25/ea
10/1/2017 - 9/30/2018	\$19.71/mo	\$2.90/ea	\$2.32/ea
10/1/2018 - 9/30/2019	\$20.30/mo	\$2.99/ea	\$2.39/ea

3. Contractor shall collect one bulk item per week from each residential property at no charge.

4. Contractor shall supply each residential property with a 35 gallon wheeled recycle cart with lid for use by the owner or occupant at no charge. Upon request by the property owner or occupant, Contractor shall supply a second 35g recycle cart at no charge.

5. Upon request by the property owner or occupant, Contractor shall supply one 65 gallon or 95 gallon wheeled refuse cart with lid for use by the owner or occupant at no charge.

6. All recycle and refuse carts noted in Paragraphs 4 and 5 above shall remain the property of the Contractor.

7. Contractor will collect all refuse and recycling generated in the normal course of business at all City facilities, including the collection and recycling of mixed office paper and other recyclables. Below is a list of City facilities to be served at no charge to the City:

City Hall - 132 East Prairie Street, Marengo, IL 60152

Police Department - 142 East Prairie Street, Marengo, IL 60152

Public Works Facility – 837 West Grant Highway, Marengo, IL 60152

Wastewater Treatment Plant – 1350 N State Street, Marengo, IL 60152

8. Requirements Applicable to All Services:

(I) Reporting: The Contractor shall prepare and submit to the City, reports detailing refuse/solid waste disposal, recycling and landscape waste collection activities for each month, including without limitation, recycling participation rate, the amount of refuse/solid waste, recyclables or landscape waste collected. Reports shall be submitted on an annual basis at a scheduled City Council meeting in March of each year and shall contain the data for the previous calendar year.

(II) Services to be Rendered in Workmanlike Manner: The services to be rendered by the Contractor herein shall be performed in an orderly, efficient and workmanlike manner, with a work force adequate and adequate equipment to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the City. All property, which suffers damage caused by the Contractor, including, but not limited to sod, mailboxes, or gardens, shall be repaired or replaced by Contractor as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. Contractor shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear is accepted. The Contractor shall replace lids or covers on containers immediately after emptying. Contractor's employees shall not cut across rear, front or side yards or flower beds to adjoining premises without permission of the property owner.

(III) The starting time for pick-up service described herein shall not commence

earlier than 6:00 a.m. and shall end no later than 7:00 p.m., Friday. Any changes to the schedule must be mutually agreed to in writing both the Contractor and the City

(IV) Holidays to be observed by the Contractor are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No collection services will be rendered on such holidays. Should a holiday fall during the week of service, service shall be delayed one day.

9. Contractor Requirements:

(I) The Contractor shall have available, for use throughout the contract term, an Illinois Environmental Protection Agency (IEPA) or a Wisconsin Department of Natural Resources (WDNR) permitted site for the disposal of all Municipal Waste under this Agreement. The Contractor must request approval from the City for any change in waste disposal location. A current copy of any IEPA or WDNR permits or any other related permits shall be provided to the City in concurrence with the reporting requirements of Section 4(B)(I).

(II) The Contractor shall maintain an office for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 4:30 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the Contractor shall immediately investigate; and if verified, shall arrange for pick-up of said waste within 24 hours after the complaint is received. The Contractor shall maintain a daily log of such calls or complaints received, which record shall be open to the City for inspection at any reasonable time. This information will be submitted to the City on annual basis along with the data as described in Paragraph 8(I).

(III) The Contractor shall designate, in writing, the person to serve as agent for the Contractor and liaison between his organization and the City. The City, in turn, will designate a person to act as the liaison between the City and the organization.

(IV) The Contractor shall comply with all applicable laws, ordinances, rules and regulations of any Federal agency or of the State of Illinois, County of McHenry, and the City relating to the services required under the terms of this Agreement, use of premises and public places and safety of persons and property. This compliance requirement includes, but is not limited to the application of the Prevailing Wage Act to the extent it may apply to this contract.

10. Failure to Perform - Insolvency - Non-Assignability

(I) In the event the Contractor in any way shall fail to collect and/or dispose and/or market the solid waste materials, collected recyclables and landscape waste as required of it herein for any one (1) week:

(a) The Contractor shall give immediate notice to the City of such failure in writing stating therein the reasons for such failure, or in the absence of this notice, the City may notify the Contractor that it finds such failure by the Contractor;

(b) The City may then proceed with the work itself or cause such work to be undertaken by a third party, at whatever rate such third party might charge given the circumstances, and the City shall have the right to bill the Contractor for all costs incurred by reason of such failure of the Contractor to perform;

(c) At the election of the City, the Contractor shall pay said costs to the City within thirty (30) days or shall allow the City to deduct such costs from any payment to the Contractor for past services rendered, which may be due and owing.

(II) In the event that any failure or alleged failure on the part of the Contractor to collect the material herein provided to be collected and disposed of by the Contractor shall continue for a period of ten (10) days following written notice of such failure, and provided such failure shall not be due to strikes, catastrophe, acts of God, or other causes beyond the Contractor's reasonable control, then the City, at its option, may continue to proceed according to the steps set forth in Paragraph 10 (I) (b) above, and/or may terminate the contract and/or proceed to a legal determination for loss or damage due to such breach of contract and/or proceed to call upon the Contractor's performance bond and/or pursue such other remedies as may be available to the City by law.

(III) In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the contract shall immediately terminate; and in no event shall the contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent or fail to meet its financial obligations, or in the event a petition of relief under the U.S. Bankruptcy Code, by either voluntary or involuntary proceedings, is filed in which the Contractor is the debtor, then the contract may be terminated at the option of the City upon fifteen (15) days written notice to Contractor and in no event shall the contract be, or be treated as, an asset of Contractor after the exercise of said option.

(IV) The contract is not assignable by Contractor, either voluntarily or involuntarily, or by process of law, without the prior written consent of the City which consent shall not be unreasonably withheld and shall not be or come under the control of creditors, or a trustee, or trustees of Contractor in case of bankruptcy, or insolvency of Contractor, but shall be subject to termination as above provided. If for some reason the Contractor should not be able to perform the duties of the contract, the City may, in its sole discretion, consider a subcontract or terminate as it deems appropriate.

(V) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees to comply with the requirements of the United States Civil Rights Act, as amended and the Illinois Human Right Act, as amended.

11. Performance Bond and Insurance Requirements:

(I) Performance Bond. The Contractor shall maintain a Performance Bond with corporate surety acceptable to the City in the sum of \$75,000 for the period of this Agreement, including any renewal thereof, conditioned upon the faithful performance by

the Contractor of its obligations under this Agreement and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the City and said bond shall indemnify the City against any loss resulting from any breach or failure of performance by the Contractor..

The surety on said bond shall have at least an AAA financial rating in the most recent edition of Best's Insurance Reports. Said Performance Bond shall act in addition to and not in lieu of the Indemnification as provided in paragraph (VI) of this section below. The bond shall be drafted in a manner acceptable to the City.

(II) Insurance. Throughout the term of this Agreement and any renewal thereof, the Contractor agrees, at a minimum, to carry and maintain in effect insurance and to name the City, in all cases, as an additional insured, as follows:

(a) Worker's Compensation: The Contractor shall carry in a company authorized under the laws of the State of Illinois a policy to protect itself against liability under the Worker's Compensation and Occupational Diseases Statutes of the State of Illinois or any other governing laws related to worker's compensation.

Motor Vehicle Liability Insurance: The Contractor shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits no less than \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability and \$1,000,000 each accident for property damage liability. This policy shall name the City as additional insured as to the operation of vehicles owned or operated by the Contractor.

Said insurance policies shall not be cancelable without thirty (30) days prior written notice to the City. The Contractor shall furnish the City with certificates evidencing that the insurance provided for herein is maintained by the Contractor within 30 days of the insurance renewal each year of the contract.

(b) General Liability: The Contractor shall carry in its own name a comprehensive liability policy for its operations other than motor vehicle with limits of at least \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability, \$1,000,000 each accident for property damage liability. The City shall be named as an additional insured on this policy.

(c) The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement. Contractor shall procure and maintain at its' own cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of the work.

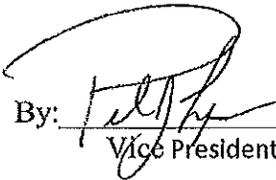
(d) The Contractor shall provide the City certificates of said insurance to the City on an annual basis.

(III) Indemnification. The Contractor shall indemnify the City against and hold the City harmless from any and all liability, claims and costs of any kind (including injury or death of any person for loss or damage to any property) arising out of negligent acts or omissions of the contractor, the Contractor's subcontractors and/or any employee, agent, or representative for the

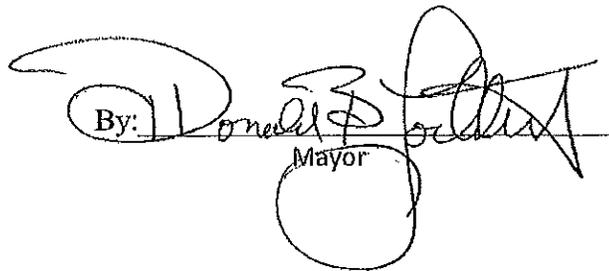
Contractor, in the performance of this Agreement. No provision of this Agreement shall be interpreted to prevent the City from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or destruction of property or for the liability of the Contractor for such loss, destruction or damage to City property. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction of, or damage to the City's property, and upon the request the Contractor shall, furnish to the City all reasonable assistance and cooperation (including assistance in the prosecution of a suit and execution of instruments of assignment in favor of the City in obtaining recovery).

12. In all other respects, the Agreement shall remain in full force and effect. To the extent there is any conflict between the provisions of this Amendment and the Agreement, any such conflict shall be resolved to the benefit and in favor of the City.

CONTRACTOR:

By: 
Vice President

CITY:

By: 
Mayor