City of Marengo

Posted: 2/22/2017

REGULAR CITY COUNCIL MEETING

February 27, 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. **Special Presentation and Recognition of Officers Eric Bockelmann, Andrew Kjellgren and Jerzy Rzotkiewicz**
6. **Approval of Minutes:** February 13, 2017 Regular Meeting Minutes
7. **Approval of the List of Bills**
8. **New Business**
   a. Public Hearing Regarding an Annexation Agreement between the City of Marengo and Marengo Lakes, LLC with Respect to 335 Acres Located Approximately 3,000 feet South of Pleasant Grove Road and West of Illinois State Route 23
   b. Action on an Ordinance Authorization the Execution of an Annexation Agreement between the City of Marengo and Marengo Lakes, LLC with Respect to 335 Acres Located Approximately 3,000 feet South of Pleasant Grove Road and West of Illinois State Route 23
   c. Action on an Ordinance Annexing into the City of Marengo, 335 Acres Located Approximately 3,000 feet South of Pleasant Grove Road and West of Illinois State Route 23
   d. Action on and Ordinance Rezoning 175 Acres Located South of Pleasant Grove Road and West of Illinois State Route 23 from AT Agricultural Transition to M-Manufacturing with a Special Use Permit for Earth Materials Extraction and Processing Facility and Related Operations
   e. Action on and Ordinance Rezoning 335 Acres Located South of Pleasant Grove Road and West of Illinois State Route 23 from AT Agricultural Transition to M-Manufacturing with a Special Use Permit for Earth Materials Extraction and Processing Facility and Related Operations
   f. Approval of Settlers' Days Spring Fling Request
   g. Action on Accepting a Proposal from Robinson Engineering to Complete a Phosphorus Removal Feasibility Study for the City's Wastewater Treatment Facility
   h. FY 16/17 3rd Quarter Budget Report
   i. Presentation on Draft FY 17/18 General Fund Revenue Projections
9. **Mayor's Statements and Reports**
10. **Department Head and Staff Reports**
11. **Reports and Statements from City Council**
12. **Adjournment**

#6

Marengo City Council
Regular Meeting Minutes
City Council Chambers
132 E. Prairie Street
Marengo, IL 60152
February 13, 2017

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

PLEDGE OF ALLEGIANCE
Buzz Marks, a Navy Veteran and currently serving on the Marengo Fire and Police Commission, led everyone in the Pledge of Allegiance.

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

PUBLIC PARTICIPATION
Four residents of Marengo spoke on the proposed extension and amendment to the current contract between the City of Marengo and MDC. The consensus of those residents was to not do the extension at this time, and to have the contract put out to bid at the end of the contract term (2 years).

APPROVAL OF MINUTES
Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to approve the minutes with a correction made on page 3 (removing "Interim" from the title of Chief of Police). The aldermen voted as follows:

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

APPROVAL OF LIST OF BILLS
Alderman Hammortree questioned invoices listed from H. R. Green, and Administrator Boden clarified what the invoices were for, and how the City was keeping track of reimbursements for them. Mayor Lockhart clarified information that was provided at the last meeting, regarding monies owed by Arnold Engineering/300 West LLC. The current balance owed is around $19,000 – not the previously stated amount of $60,000.

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

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

DRAFT

The motion passed.

CONSENT AGENDA

a. **Approval of 5K Color Run Request - Marengo Community Middle School & High School Booster Clubs**
b. **Approval of an Ordinance Authorizing the Sale or Disposal of Surplus Property**
c. **Approval of an Agreement with George Roach & Associates for FY 16/17 Audit Services**

Alderman Nicole DeBoer made a motion, seconded by Alderman Mike Miller, to approve the Consent Agenda. The alderman voted as follows:

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

NEW BUSINESS

a. *Approval and Adoption of Ordinance Authorizing the Mayor and Clerk to Execute Amendment to Agreement with MDC Environmental for Residential, Refuse, Recycling & Yard Waste Collection*

The Council reviewed the amended options presented by MDC to extend the current contract by 2 years. Administrator Boden clarified information on the amended proposals. Alderman Hammortree handed out information that he had requested from Advanced Disposal to show a comparison between MDC and Advanced. The Council opted to wait until the current contract comes up for renewal.

b. *Presentation and Request for Direction on Marengo Gaming Café Liquor License – 20001 Telegraph St*

Assistant Administrator Blakemore introduced the new petitioner for the possible Marengo Gaming Café Liquor License, Uday Patel. He introduced Ange, with Excel Entertainment, who will be running the gaming café if it is approved by the Council. Their plan is to proceed with the original project as outlined by Mr. Kaminski.

c. *Request for Direction and Authorization to Proceed with Hiring of One Full-Time Police Officer*

Chief Solarz discussed the current circumstances that prompted him to approach the Council for this request. There is a strong possibility that the City will have 2 officers retiring within the next 4-5 months. An applicant has passed initial polygraph testing, and the Commission is asking for approval from the Council to proceed. Officer training school is in April, and is a 12 week course.

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, for authorization to proceed with hiring one (1) full-time police officer. The aldermen voted as follows:

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

d. *Discussion and Request for Direction Regarding Amendment to Management Pay Plan Pertaining to Starting Salary for Police Sergeant Position*

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Administrator Boden spoke about the upcoming vacancy in the Police Department, and the pay plan currently in place. It was noted that the top of the pay plan for current officers is higher than the starting wage for newly promoted Police Sergeants. Administrator Boden recommended eliminating Steps 1A, 1B and 1C as it would pertain to non-union Sergeants. The consensus of the Council was to amend the pay plan for Sergeants as recommended.

MAYOR'S STATEMENTS AND REPORTS

Mayor Lockhart deferred to Public Works Director Moser regarding a special achievement award that H.R. Green received for work done on the City of Marengo's WWTP Project. This was presented by ACEC (American Council of Engineering Companies). Administrator Boden added information on the problems that occurred when it was determined that the original site for the expansion proved not acceptable.

Mayor Lockhart updated the Council on the bridge work that will be starting on Route 23 and the Tollway. This will start tomorrow. He then asked the Council to consider live-streaming of the Council meetings, if the budget allows. This would open up the meeting to everyone in Marengo, so all the citizens get information first hand.

DEPARTMENT HEAD AND STAFF REPORTS

Assistant City Administrator Joshua Blakemore reported that it is the intention to provide information to the Council at each meeting from now on about the budget process and progress. The first information that will be provided is on General Fund Revenue. He also spoke on a recent ratings call review that was done.

Finance Director Jennifer Snelten had nothing further.

Public Works Director Howard Moser noted that there was a main break on Taylor Street. There was an incident involving a JULIE digging situation. Stump removal is underway, with about 20 left to go. Routine tree pruning will be starting next week. They are going out to bid for the landscaping contract. Lights are all on in Brookside Meadows. Spoke briefly on the Sonolyzer information that was provided by HR Green and updated the Council on what has occurred on the problem that they were having with that device.

Chief of Police Rich Solarz advised that Officer Warren gave Narcan to a person in need, and was successful. This is the second incident that they have had for this.

City Administrator Gary Boden spoke on the gravel pit presentation from the last meeting, and advised that this will be presented to the PZC next Tuesday. There will be a public hearing on this at that time. Following the PZC meeting, this will be brought to the Council after that. In March, he hopes to bring water and sewer main plans to the PZC regarding water lines from the toll way to the City. This is not to be installed at this time, but to provide information down the road – possibly in a 20 to 30 year time frame.

City Attorney Carlos Arevalo had no report.

REPORTS AND STATEMENTS FROM CITY COUNCIL

None

EXECUTIVE SESSION

a. Executive Session Pursuant to Section 2 (c) (1) regarding Personnel (5 ILCS 120/2 (c) (1))

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Alderman Steve Mortensen made a motion, seconded by Alderman Todd Hall, to go to Executive for the purpose of Personnel. The aldermen voted as follows:

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

The motion passed.

The meeting recessed at 7:56 PM
The meeting reconvened at 8:11 PM

ADJOURNMENT
Alderman Nicole DeBoer made a motion, seconded by Alderman Mike Miller, to adjourn. The motion passed with a voice vote. The meeting adjourned at 8:12 PM.

_____
Constance J Boxleitner
City Clerk

The City Council approved these minutes on _____.

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#7

CITY OF MARENGO

BOARD MEETING: 02/27/17 | BILLS PAYABLE REPORT FOR FEBRUARY, 2017 | PAGE: 1

WARRANT NO.: 1 | GENERAL CORPORATE FUND | CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PAYROLL AND MISCELLANEOUS EXPENDITURES		
FRANKS, GERKIN & MCKENNA, P.C. LAWYERS (3113)		$50.00
REFUND OF SUBPOENA FEE/FGM CHECK 99782	01-392-00	25.00
REFUND OF SUBPOENA FEE/FGM CHECK 99783	01-392-00	25.00
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		$50.00
ADMINISTRATION DEPARTMENT EXPENDITURES		
AZAVAR AUDIT SOLUTIONS, INC. (135)		$66.82
12766 FEBRUARY 2017 CONTINGENCY PAYMENT/NICOR & COMED	01-51-688.04	66.82
GARY W. BODEN (2725)		$391.23
MILEAGE REIMBURSEMENT/NOVEMBER 1, 2016 THROUGH JANUARY 31, 2017/614 MILES	01-51-480.05	391.23
FIRST NATIONAL BANK OF OMAHA (2575)		$106.97
665887 PRESS PLUS/NW HERALD WEB SUBCRIPTION/BODEN	01-51-531.00	7.99
705947 DELUXE CHECKS/CREDIT FOR SALES TAX	01-51-565.01	-2.35
735698 WALMART/PHONE CORD	01-51-565.01	4.71
805567 RESCUE ESSENTIALS/HALO CHEST SEALS	01-51-529.04	96.62
ILLINOIS PUBLIC RISK FUND (999)		$7,307.77
38524 MARCH 2017 WORKERS COMPENSATION & ADMINISTRATIVE FEE	01-51-408.01	7,307.77
KLEEN UP WITH JANA (3079)		$475.00
1/23-2/23/17 JANITORIAL SERVICES	01-51-638.01	475.00
MCHENRY COUNTY HISTORICAL SOCIETY (2996)		$500.00
2017 MEMBERSHIP DUES	01-51-443.00	500.00
OFFICE DEPOT (1575)		$128.71
897993782001 XEROX PRINTER/FINANCE DEPARTMENT	01-51-594.00	277.49
898093717001 CREDIT/RETURNED INK CARTRIDGE	01-51-565.01	-180.57
901977795001 KITCHEN SUPPLIES	01-51-565.01	31.79
SMITH AMUNDSEN LLC (3021)		$4,114.00
515967 JANUARY 2017 LEGAL SERVICES/GENERAL ADMINISTRATIVE/MEETING ATTENDANCE	01-51-637.00	1,204.50
515967 JANUARY 2017 LEGAL SERVICES/MDC CONTRACT REVIEW	01-51-637.00	198.00
515967 JANUARY 2017 LEGAL SERVICES/TOLLWAY REVIEW	01-51-637.00	165.00
515967 JANUARY 2017 LEGAL SERVICES/TIF RESEARCH	01-51-638.00	49.50
515986 JANUARY 2017 LEGAL SERVICES/LAWN MOWING RFP	01-51-637.00	528.00
516015 JANUARY 2017 LEGAL SERVICES/LIQUOR COMMISSION	01-51-637.00	33.00
516032 JANUARY 2017 LEGAL SERVICES/300 WEST ARNOLD/NO DEPOSIT ON FILE	01-51-637.00	319.00
516130 JANUARY 2017 LEGAL SERVICES/PERSONNEL	01-51-637.00	1,617.00
STAN'S OFFICE TECHNOLOGIES (1985)		$354.53
17789 COPIER LEASE PAYMENT	01-51-588.00	268.73
326095 COPY CHARGES	01-51-429.03	9.50
326095 COPY CHARGES	01-51-512.00	76.30
TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES		$13,445.03
POLICE DEPARTMENT EXPENDITURES		
CALL ONE (2639)		$908.00
1212081-1132973 2/15-3/14/17 SERVICE/T1 LINE FROM PD TO MCHENRY DISPATCH	01-52-523.00	908.00
ELGIN PAPER COMPANY (628)		$74.47
592591 ROLL TOWELS AND TOILET PAPER	01-52-565.02	74.47
FIRST NATIONAL BANK OF OMAHA (2575)		$370.64
088145 BED BATH & BEYOND/PORTABLE HEATER	01-52-510.00	42.49

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
POLICE DEPARTMENT EXPENDITURES		
385807 FIREAWARDS.COM/THREE AWARD MEDALS	01-52-469.00	235.50
556757 FBI NATIONAL ACADAMY/2017 MEMBERSHIP DUES/ SOLARZ	01-52-443.00	95.00
705947 DELUXE CHECKS/CREDIT FOR SALES TAX	01-52-565.02	-2.35
KARSTEN'S TIRE & AUTO (1108)		$439.52
65922 TIRES/M7	01-52-511.00	431.52
66074 TIRE DISPOSAL	01-52-511.00	8.00
RICHARD A SOLARZ (1959)		$15.00
REIMBURSEMENT FEBRUARY MCHENRY COUNTY CHIEFS OF POLICE MEETING	01-52-430.00	15.00
SPEEDWAY SUPER AMERICA LLC (2400)		$2,097.40
100 1325 594 1/8-2/6/17 FUEL	01-52-566.00	2,097.40
STAN'S OFFICE TECHNOLOGIES (1985)		$249.28
17788 COPIER LEASE PAYMENT	01-52-524.00	214.47
326095 COPY CHARGES	01-52-524.00	4.78
326165 COPY CHARGES	01-52-524.00	30.03
THOMSON REUTERS (2371)		$275.10
835518453 CLEAR PLUS WEB ANALYTICS	01-52-565.02	275.10
TOTAL POLICE DEPARTMENT EXPENDITURES		$4,429.41
STREET DEPARTMENT EXPENDITURES		
AIRGAS USA, LLC (3104)		$11.25
9942050206 ACETYLENE & OXYGEN TANK RENTAL	01-53-511.00	11.25
COMED (438)		$6,782.35
1488129005 12/15/16-1/19/17 SERVICE/STREET LIGHTING/ STREET LIGHTS OWNED BY COMED/RENTAL, MAINTENANCE, & USAGE CHARGES	01-53-527.00	6,390.96
2891090021 12/12/16-1/13/17 SERVICE/STREET LIGHTING/ CITY OWNED STREET LIGHTS/ELECTRIC USAGE CHARGES	01-53-527.00	391.39
COMED (439)		$52.96
2361160029 12/10/16-1/12/17 SERVICE/STREET LIGHTING/ CITY LOT #2/ELECTRIC USE CHARGES	01-53-527.00	52.96
FIRST NATIONAL BANK OF OMAHA (2575)		$177.65
705947 DELUXE CHECKS/CREDIT FOR SALES TAX	01-53-567.01	-2.35
938227 INTERNATIONAL SOCIETY OF ARBORISTS/2017 MEMBERSHIP DUES/MOSER	01-53-430.00	180.00
SPEEDWAY SUPER AMERICA LLC (2400)		$719.04
100 1325 594 1/8-2/6/17 FUEL	01-53-566.00	719.04
STAN'S OFFICE TECHNOLOGIES (1985)		$30.44
326054 COPY CHARGES	01-53-512.00	30.44
TOTAL STREET DEPARTMENT EXPENDITURES		$7,773.69
PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		
COMED (438)		$22.98
2796543007 12/10/16-1/12/17 SERVICE/109 E. WASHINGTON	01-54-526.03	22.98
ELGIN PAPER COMPANY (628)		$74.48
592591 ROLL TOWELS AND TOILET PAPER	01-54-567.00	74.48
POWER ENERGY SOLUTIONS (3068)		$113,562.46
235 BUILDING & GROUNDS LIGHTING UPGRADES/ ILLINOIS CLEAN ENERGY FOUNDATION REIMBURSED	01-54-519.00	108,061.66

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		
POWER ENERGY SOLUTIONS (3068) CONTINUED ...		
700 POLICE DEPARTMENT LIGHTING UPGRADES/ ILLINOIS CLEAN ENERGY FOUNDATION REIMBURSED	01-54-519.00	5,500.80
TYCO INTEGRATED SECURITY LLC (2782)		$236.61
28056741 3/1/17-5/31/17 SECURITY EQUIPMENT/PUBLIC WORKS BUILDING	01-54-526.03	236.61
TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		$113,896.53
BUILDING DEPARTMENT EXPENDITURES		
FIRST NATIONAL BANK OF OMAHA (2575)		$-2.35
705947 DELUXE CHECKS/CREDIT FOR SALES TAX	01-55-565.00	-2.35
KLEEN UP WITH JANA (3079)		$170.00
1/23-2/23/17 JANITORIAL SERVICES	01-55-638.02	170.00
SPEEDWAY SUPER AMERICA LLC (2400)		$31.50
100 1325 594 1/8-2/6/17 FUEL	01-55-566.00	31.50
STAN'S OFFICE TECHNOLOGIES (1985)		$208.03
17790 COPIER LEASE PAYMENT	01-55-588.00	208.03
CITY OF WOODSTOCK (3114)		$140.00
2017-601 JANUARY 2017- 2 BUILDING INSPECTIONS	01-55-638.00	140.00
WORKING WORLD, INC (3112)		$391.20
131495 STAFFING CHARGE/BUILDING DEPARTMENT ADMINISTRATIAVE ASSISTANT/20 HOURS	01-55-400.05	391.20
TOTAL BUILDING DEPARTMENT EXPENDITURES		$938.38

GENERAL CORPORATE FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	50.00
51	ADMINISTRATION DEPARTMENT	13,445.03
52	POLICE DEPARTMENT	4,429.41
53	STREET DEPARTMENT	7,773.69
54	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	113,896.53
55	BUILDING DEPARTMENT	938.38
	TOTAL GENERAL CORPORATE FUND EXPENDITURES	140,533.04

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CURRAN CONTRACTING (504)		$1,600.80
11994 COLD PATCH MATERIAL	20-00-713.01	1,600.80
TOTAL MOTOR FUEL TAX FUND EXPENDITURES		$1,600.80

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PAYROLL AND MISCELLANEOUS EXPENDITURES		
GESKE & SONS, INC. (768)		$87,760.70
37590 DEERPASS MEADOWS R.O.W. INFRASTRUCTURE COMPLETION/86160154	22-215-000	68,487.10
37592 SETTLERS COVE SUBDIVISION R.O.W. INFRASTRUCTURE COMPLETION/86160155	22-215-000	19,273.60
SMITH AMUNDSEN LLC (3021)		$4,001.50
516002 JANUARY 2017 LEGAL SERVICES/MOBILITIE	22-215-000	115.50
516053 JANUARY 2017 LEGAL SERVICES/PLEASANT GROVE LAKES SUPERMIX	22-215-000	493.00
516056 JANUARY 2017 LEGAL SERVICES/MARENGO LAKES	22-215-000	3,393.00
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		$91,762.20

RETAINED PERSONNEL FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	91,762.20
	TOTAL RETAINED PERSONNEL FUND EXPENDITURES	91,762.20

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WATER DEPARTMENT EXPENDITURES		
COMED (438)		$2,634.66
1017202024 12/13/16-1/17/17 SERVICE/501 NICOLE/WELL #8	30-70-526.00	2,485.04
2512078001 12/7/16-1/10/17 SERVICE/416 STEVENSON	30-70-526.00	70.22
3279033030 12/16/16-1/15/17 SERVICE/0 BRIDEN DRIVE	30-70-526.00	79.40
FIRST NATIONAL BANK OF OMAHA (2575)		$-2.33
705947 DELUXE CHECKS/CREDIT FOR SALES TAX	30-70-565.01	-2.33
ILLINOIS PUBLIC RISK FUND (999)		$278.77
38524 MARCH 2017 WORKERS COMPENSATION & ADMINISTRATIVE FEE	30-70-403.09	278.77
MCHENRY ANALYTICAL WATER LAB INC (1345)		$177.50
1700558 WATER SAMPLE TESTING	30-70-638.00	162.50
593386 WATER SAMPLE TESTING	30-70-638.00	15.00
MENARD'S (1364)		$45.88
26112 PAINT SUPPLIES FOR WELL HOUSE	30-70-510.00	45.88
NICOR GAS (2414)		$433.03
23-50-91-13294 12/29/16-1/27/17 SERVICE/105 LYNN DR/PUMP STATION	30-70-526.00	170.92
33-26-44-10003 12/29/16-1/27/17 SERVICE/250 LYNN DR./ WELL #7	30-70-526.00	48.99
44-67-14-10007 12/29/16-1/27/17 SERVICE/SOUTH ST & RT. 23 /WATER TOWER	30-70-526.00	29.75
46-91-43-10001 12/29/16-1/27/17 SERVICE/1 GREENLEE/ WELL HOUSE	30-70-526.00	183.37
SPEEDWAY SUPER AMERICA LLC (2400)		$366.23
100 1325 594 1/8-2/6/17 FUEL	30-70-566.00	366.23
STAN'S OFFICE TECHNOLOGIES (1985)		$4.79
326095 COPY CHARGES	30-70-565.01	4.79
WEST SIDE TRACTOR (2248)		$122.41
R70602 HYDRAULIC HOSE/BACKHOE	30-70-512.00	122.41
TOTAL WATER DEPARTMENT EXPENDITURES		$4,060.94
SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		
C.E.S. (CITY ELECTRIC SUPPLY - IL) (2688)		$52.00
WOD/045407 CONTACTOR FOR RAS PANEL	30-75-511.02	52.00
COMED (438)		$135.92
0588136038 12/12/16-1/12/17 SERVICE/800 N. STATE/LIFT STATION	30-75-526.00	135.92
FIRST NATIONAL BANK OF OMAHA (2575)		$57.65
148451 MARSHALL ENVIRONMENTAL/INDUSTRIAL ACTIVATED SLUDGE OPERATIONS MANUAL	30-75-430.00	60.00
705947 DELUXE CHECKS/CREDIT FOR SALES TAX	30-75-565.01	-2.35
HAWKINS, INC (3085)		$1,313.95
4025379 FERRIC CHLORIDE	30-75-565.06	1,313.95
ILLINOIS PUBLIC RISK FUND (999)		$835.46
38524 MARCH 2017 WORKERS COMPENSATION & ADMINISTRATIVE FEE	30-75-403.09	835.46
IN-PIPE TECHNOLOGY COMPANY, INC. (3032)		$1,250.00
16483 FEBRUARY 2017 TREATMENT & SERVICE FEE	30-75-511.03	1,250.00
MENARD'S (1364)		$6.85
25560 VINYL TUBING	30-75-593.00	6.85
MIDWEST CONTRACT OPERATIONS, INC. (1396)		$2,588.95
21250 JANUARY 2017 WWTP CLASS 1 OPERATOR SERVICES/39 HOURS	30-75-635.00	2,588.95

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		
NICOR GAS (2414)		$1,561.96
98-50-57-10008 12/29/16-1/27/17 SERVICE/1350 N. STATE/WWTP	30-75-526.00	1,561.96
OFFICE DEPOT (1575)		$354.66
901977795001 PENS AND BINDER CLIPS	30-75-565.01	28.46
902231026001 TONER CARTRIDGES AND CLIPBOARDS	30-75-565.01	326.20
SPEEDWAY SUPER AMERICA LLC (2400)		$448.16
100 1325 594 1/8-2/6/17 FUEL	30-75-566.00	448.16
TOTAL SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		$8,605.56

WATER & SEWER FUND RECAP

CODE	DESCRIPTION	AMOUNT
70	WATER DEPARTMENT	4,060.94
75	SANITARY & WASTEWATER DEPARTMENT	8,605.56
	TOTAL WATER & SEWER FUND EXPENDITURES	12,666.50

CITY OF MARENGO
BILLS PAYABLE REPORT FOR FEBRUARY, 2017
SUMMARY ALL FUNDS

BANK ACCOUNT	BANK	DESCRIPTION	AMOUNT	
01-102-000	01	GENERAL CORPORATE FUND-CASH IN BANK	140,533.04	*
20-102-000	20	MOTOR FUEL TAX FUND-CASH IN BANK	1,600.80	*
22-102-000	22	RETAINED PERSONNEL FUND-CASH IN BANK	91,762.20	*
30-102-000	30	WATER & SEWER FUND-CASH IN BANK	12,666.50	*
		TOTAL ALL FUNDS	246,562.54	**

#8a-e

TO: Mayor and City Council
FROM: Gary Boden, City Administrator
DATE: February 22, 2017
RE: Actions Necessary for Allowance for the Operation of a Quarry by Marengo Lakes, LLC

The first five actions on Monday night's agenda relate to the development of the Marengo Lakes quarry to be located on the west side Illinois State Route 23, between Pleasant Grove/Coral Road and (to the south) Grange Road. As has been stated previously, these actions somewhat replicate approvals that were given to the Pleasant Grove Lakes quarry in January 2016. These actions reflect the plan to merge the undeveloped Pleasant Grove Lakes with the active quarry previously known as Prairie Aggregates.

Annexation Agreement

Items 7a and 7b on Monday night's agenda ask for a public hearing about, and vote whether to approve an annexation agreement between the City and Marengo Lakes. This agreement is similar to the Pleasant Grove annexation agreement, which was approved in January 2016, and is in fact a replacement of the Pleasant Grove agreement. As has been previously noted, with the merger of the two operations makes the need for site access off of Pleasant Grove unnecessary. The plan shows all quarry related traffic going through the existing "Prairie Aggregates" Route 23 entrance.

Featured in this agreement is the establishment of a utility easement along the southern and western boundaries of the 510 acre operation. It does allow for materials recycling, asphalt making and composting, similar to the annexation agreement the City has with AR Lands for their quarry operation that borders Marengo Lakes to the south. The hours of operation is the same as what was agreed upon in last year's Pleasant Grove agreement. And yes, the five cent ($.05) per ton extraction fee covers the entire operation.

Annexation

While it was approved last year, the southern 80 acres in the Pleasant Grove plan that was to be annexed never was formally implemented. This year's annexation request shows that 80 acres, plus all of the former Prairie Aggregates quarry, being brought into the City. This expansion would total about 335 acres, or just over a half square mile. The annexation fee in this agreement reflects what was presented by Marengo Lakes to the Council last month - $50.00 per acre of the ground that is effectively unmined. A $50.00 per acre annexation fee was approved by the Council last year for Pleasant Grove. As is the case for all annexations, this ground would be automatically zoning AT –Agricultural Transition.

Rezoning

Items 7d and 7e asks for the rezoning with a Special Use Permit to allow for the mining operation. The first action rezones ground that is currently within the corporation limits; the second rezones what assumedly will be annexed under Agenda Item 7c.

Residual from last year's zoning approval, the site plan actually shows that the ground to be mined would come no farther north than about 2000 feet from Pleasant Grove Road. Then only adjustment of the site plan that is being recommended by the Plan Commission is swapping the site for the composting with the site for the asphalt operation. This exchange met no resistance from the quarry owners.

With this change, The Plan Commission unanimously recommended approval of the rezoning. During the Public Hearing regarding this issue, two spoke to the proposal, with one representing the owners of the gas main that runs in an easement along to the south edge of the property. He was assured that the City and the quarry owners were well aware of the gas main's presence. The other, a Riley Township resident on Pleasant Grove Road, asked questions regarding the operation of the quarry and seemingly was satisfied with the responses from the quarry's representatives.

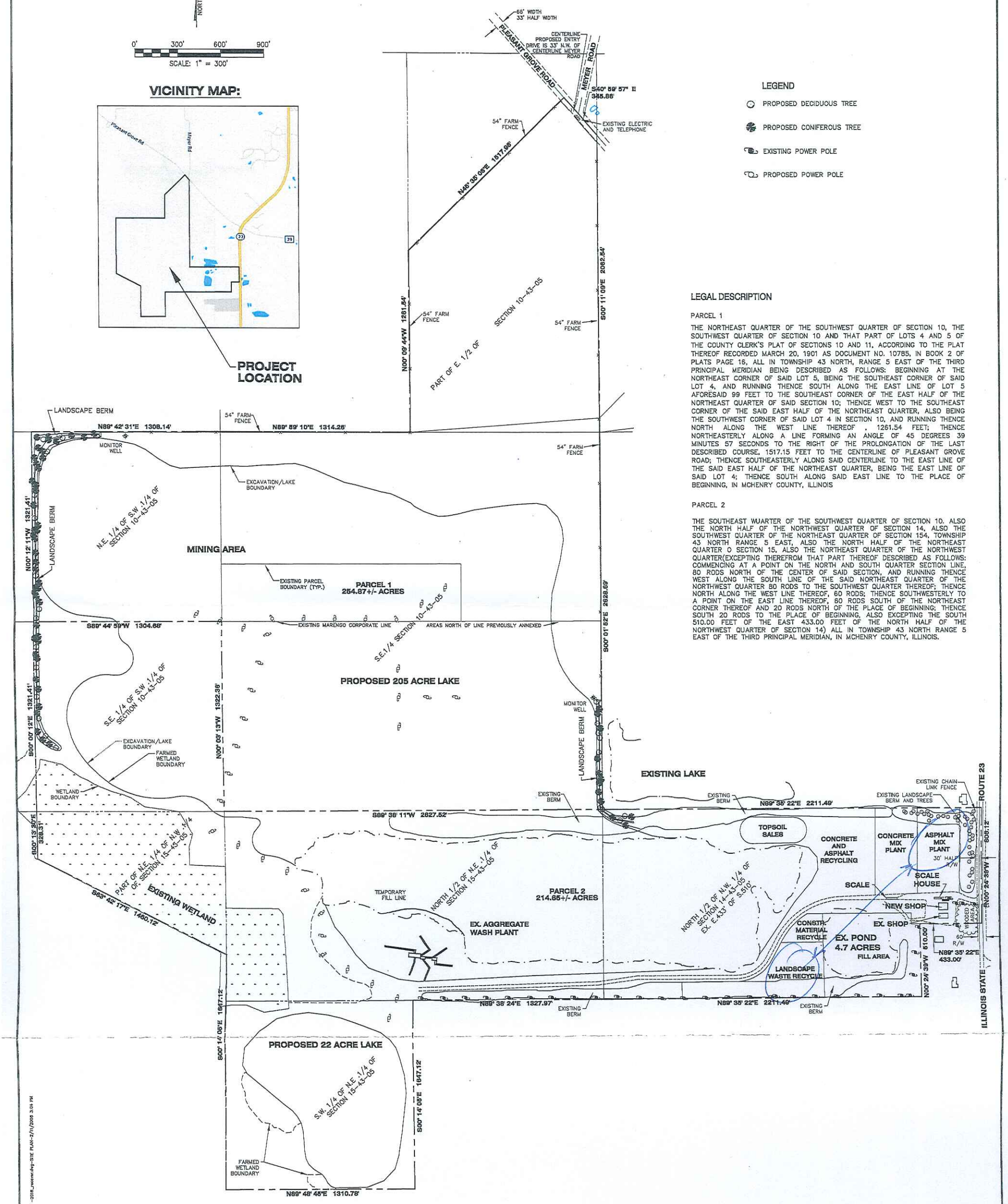
SITE PLAN

NORTH

0' 300' 600' 900'
SCALE: 1" = 300'

VICINITY MAP:

PROJECT LOCATION



LEGEND

- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE
- EXISTING POWER POLE
- PROPOSED POWER POLE

LEGAL DESCRIPTION

PARCEL 1

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, THE SOUTHWEST QUARTER OF SECTION 10 AND THAT PART OF LOTS 4 AND 5 OF THE COUNTY CLERK'S PLAT OF SECTIONS 10 AND 11, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1901 AS DOCUMENT NO. 10785, IN BOOK 2 OF PLATS PAGE 16, ALL IN TOWNSHIP 43 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, BEING THE SOUTHEAST CORNER OF SAID LOT 4, AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF LOT 5 AFORESAID 99 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE WEST TO THE SOUTHEAST CORNER OF THE SAID EAST HALF OF THE NORTHEAST QUARTER, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 4 IN SECTION 10, AND RUNNING THENCE NORTH ALONG THE WEST LINE THEREOF , 1261.54 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 45 DEGREES 39 MINUTES 57 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE, 1517.15 FEET TO THE CENTERLINE OF PLEASANT GROVE ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE SAID EAST HALF OF THE NORTHEAST QUARTER, BEING THE EAST LINE OF SAID LOT 4; THENCE SOUTH ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS

PARCEL 2

THE SOUTHEAST WUARTER OF THE SOUTHWEST QUARTER OF SECTION 10. ALSO THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14, ALSO THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 154, TOWNSHIP 43 NORTH RANGE 5 EAST, ALSO THE NORTH HALF OF THE NORTHEAST QUARTER O SECTION 15, ALSO THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER(EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH AND SOUTH QUARTER SECTION LINE, 80 RODS NORTH OF THE CENTER OF SAID SECTION, AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER 80 RODS TO THE SOUTHWEST QUARTER THEREOF; THENCE NORTH ALONG THE WEST LINE THEREOF, 60 RODS; THENCE SOUTHWESTERLY TO A POINT ON THE EAST LINE THEREOF, 60 RODS SOUTH OF THE NORTHEAST CORNER THEREOF AND 20 RODS NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 20 RODS TO THE PLACE OF BEGINNING, ALSO EXCEPTING THE SOUTH 510.00 FEET OF THE EAST 433.00 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14) ALL IN TOWNSHIP 43 NORTH RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

Y:\PLATS\2015\150903_T-1\150903 -2015_pecorar.dwg-SITE PLAN-2/11/2008 3:04 PM

SCHMITT ENGINEERING
215 West Calhoun, Woodstock, IL 60098
Ph (815) 337-7810 Fx (815) 337-7812
www.alschmittengineering.com

SUPER AGGREGATES
PLEASANT GROVE AT MEYER ROAD AND STATE ROUTE 23
MARENGO, ILLINOIS

SITE PLAN

ALBERT M. SCHMITT #062-046261 REGISTERED PROFESSIONAL ENGINEER ILLINOIS
EXPIRES 11-30-2016

REVISIONS

DATE	NO.	DESCRIPTION
10-15-2015	1	CHANGES PER OWNER
01-17-2017	2	ADD PARCEL 2 TO SOUTH

CLIENT:
SUPER AGGREGATES
FOX DEVELOPMENT
5435 BULL VALLEY ROAD
MCHENRY, ILLINOIS 60050
CONTACT: JACK PEASE (815) 385-8000

Drawn By: JJB
Date: 10/06/2015
Job Number: 150903
Sheet Number: 1 of 3

RECEIVED
FEB - 2 2017
BY: 2/27/17

MARENGO LAKES, LLC
ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2017, by and between the City of Marengo, a municipal corporation in the State of Illinois (hereinafter referred to as "City"), by and through its Mayor and City Council (herein the "Corporate Authorities"), and Marengo Lakes, LLC. (hereinafter referred to as the "Owner"). The City and Owner shall collectively be referred to as the "Parties" in this Agreement.

RECITALS

A. Marengo Lakes, LLC is the legal owner of record of real property, which is the subject of this Agreement, consisting of parcels containing approximately 335 acres, more or less, located in an unincorporated portion of McHenry County, Illinois in Riley Township. The Property is located on the West side of Route 23 and South of Pleasant Grove Road in Marengo, Riley Township, Illinois 60152. The Property is legally described in Exhibit A attached hereto and made a part hereof, Permanent Index Numbers: 16-10-400-003, 16-10-400-004, 16-10-300-004, 16-15-100-002, 16-15-200-001, 16-15-200-002 and 16-14-100-013 (the "Property"); and

B. The Property constitutes land which is contiguous to and may be annexed to the City, as provided in 65 ILCS 5/7-1-1, et. seq.; and

C. The Owner desires that the Property be annexed to the City and developed under the terms and conditions of this Agreement: 1) to operate a single mining operation on the property in conjunction with 175 acres of property previously annexed to the City and engage in the sale and extraction of earth materials pursuant to a special use with underlying M zoning for a period of twenty (20) years ("Term") plus an option, at Owner's sole discretion, which the City Council shall administratively approve, provided the Owner is in compliance with the terms of this Agreement and agrees that the terms of this Agreement shall be incorporated as conditions of the Special Use in Section A.2 herein, to renew the Term for an additional twenty (20) year extensions periods provided that such extension is pursued and completed prior to the expiration of the previous (20) year term; 2) to develop the Property as a mixed-use parcel consistent with the City's Comprehensive Plan in effect at the time of such development; and

D. The Corporate Authorities have concluded that the annexation of the Property to the City, under the terms and conditions hereinafter set forth, would enable the City to control development of the area and serve the best interest of the City; and

E. Pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq., a proposed annexation agreement was submitted to the Corporate Authorities, and all required public hearings were held thereon pursuant to proper notices, as required by law; and

F. Pursuant to the provisions of 65 ILCS 5/11-13-1, et seq., the zoning authorities of

the City have held a public hearing on the proposed zoning and special use of the Property; and

G. The Owner has filed with the City a Petition to Annex, executed by all owners and electors residing on the Property and has represented that he has the authority to move forward with his petition and annexation of the Property; and

H. The City and the Owner have or will perform and execute all acts required by law to effectuate such annexation; and

I. It is understood and agreed that this Agreement in its entirety, together with the Petition for Annexation, shall be null, void and of no force or effect unless the Property is validly annexed, zoned and classified by proper City ordinances, all as herein provided; and

J. This Agreement is made pursuant to and in accordance with the provisions of Sections 11-15.1-1, et. seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, et. seq.,); and

K. That the Owner has filed with the Clerk of the City a proper Petition for Annexation conditioned upon the terms of the provisions of this Agreement to annex the Property to the City.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

A. OBLIGATIONS OF THE CITY.

1. Annexation. In accordance with the provisions of 65 ILCS 5/7-1-8, the Corporate Authorities of the City, contemporaneously with the execution of this Agreement, shall enact an ordinance annexing the Property and also any adjacent highways as required by law; said annexation to be on the terms and conditions set forth in this Agreement. An accurate plat of annexation prepared by the Owner shall be filed with the City and McHenry County as required by law.

2. Zoning and Special Use. The City shall also adopt an ordinance to zone the Property as set forth below:

In accordance with Sections 13.05 and 15.09 of the City's Zoning Ordinance, but subject to the conditions and provision of this Annexation Agreement, upon annexation of parcels in the Property containing approximately 335 acres, more or less identified by the following PINs: 16-10-400-003, 16-10-400-004, 16-10-300-004, 16-15-100-002, 16-15-200-001, 16-15-200-002 and 16-14-100-013, the City shall adopt an Ordinance amending the City's Zoning Map to classify the Property from the existing County zoning classification (and the 175 acres to the North that were previously

annexed to the City, known as the O'Brien Annexation from AT Zoning) to M, Manufacturing District, with a Special Use during the term of this Agreement plus options, at Owner's sole discretion which the City Council shall administratively approve, to renew the Special Use for an additional twenty (20) year extension periods provided that such extension is pursued and completed prior to the expiration of the previous twenty (20) year term for Special Use ("Operations") and provided further, that Owner shall be in compliance with the terms of this Agreement and that Owner, prior to the renewal of the Special Use, agrees that the terms and condition in this Agreement shall be incorporated as conditions in the Special Use ordinance to be executed with respect to the renewal of the Special Use for Owner's Operations. Permitted Special Uses or Operations shall include: Outside storage of equipment used in the Operations; Stockpiles generated from the Operations; Mining/extraction of gravel and sand; Recycling operations of concrete, asphalt and asphalt shingles; Hot Mix asphalt plant and Ready-Mix concrete plant; Fill import of topsoil, clay and including CCDD & USFO; Landscape waste transfer and Construction material recycling and transfer. This Agreement and the Special Use hereby granted are subject to compliance by the Owner with each of its obligations and conditions herein and pursuant to the ordinance adopted by the City.

3. Stop Orders. The City shall have the right to require the owner to stop all Operations on the Property once the Illinois Environmental Protection Agency (IEPA) or the Federal Mine Safety and Health Act (MSHA) has determined that the Owner has violated IEPA or MSHA rules and regulations. In that case, a written notice of the violation shall be issued by the City to the Owner within twenty-four (24) hours of the stop work order being issued, and the Owner shall show proof that the violation of an IEPA or MSHA regulation has been addressed and cured before Operations may resume. Moreover, in the event the City finds a non-life, health or safety violation occurred in Owner's Operations, it shall provide written notice to the Owner setting forth the IEPA or MSHA regulation allegedly violated by the Owner and providing Owner thirty (30) days to cure or otherwise initiate good faith efforts to correct the violation. If, in the City's opinion, the Owner has not cured, or made good faith efforts to cure, within that thirty (30) day period, the City may serve written notice to Owner that all Operations must stop until such time as the problem is corrected. The Owner may appeal such decision to the City Council or exercise any rights afforded to the Owner under the law.

B. OBLIGATIONS OF THE OWNER.

1. Reclamation Plan. The Operations shall consist of mining and reclamation in conformance with the Owner's Reclamation Plan, which applies to parcels that have been partially mined by the prior owner VCNA Prairie, as depicted in plans prepared by Schmitt Engineering dated October 15, 2015 and subsequently amended January 17, 2017and attached hereto as Exhibit B. The Property and Owner's Operations shall be subject to inspection by the City, at its discretion, to assure that the actual operations conform to the Engineering and Planning Documents referenced in this Agreement and throughout the

annexation and zoning proceedings. Upon request, by the City, the Owner shall provide copies of most recent aerial photographs taken by the Illinois Department of Mines and Minerals.

2. Permits. Prior to commencement of Operations, the Owner shall obtain a surface mining permit, as applicable from the State of Illinois Department of Mines and Minerals, a copy of the permit shall be filed with the City. Owner shall also secure all permits required from Illinois Environmental Protection Agency, including Water and Air permits as well as an NPDES permit, as applicable, which shall also be filed with the City. Copies of all required permits shall be on file with the City before any site preparation work begins on the Property, the operation will not be encumbered with any delays in operation with this annexation.

3. Engineering and Planning Documents. The mining and extraction operation and reclamation activity of the Property shall be in general compliance with the Engineering and Planning Documents as submitted by Owner at the time of annexation namely the Site and Operation/Mining and Site Plans prepared by Schmitt Engineering dated October 15, 2015 and subsequently amended January 17, 2017 and attached hereto as Exhibits C and D, with the relevant provisions of Sections 13.05 and 15.09 of the City's Zoning Ordinance, as modified herein, , applicable engineering standards, and with the provisions set forth in this Annexation Agreement. Final engineering plans describing in detail the mining and extraction activity and all associated land disturbing activities and required improvements pertaining to the mining and extraction use, including but not limited to site grading, top soiling specifications, seeding, landscaping, and site access drive plans, shall be submitted to the City for review and approval by the City prior to commencement of building and site development activities. As may be applicable, Owner shall comply with the requirements of Sections 13.05 and 15.09 of the City's Zoning Ordinance prior to the commencement of operations.

4. Surety/Letter of Credit.

   a. If subject to State requirements, the Owner shall file with the State of Illinois all required Reclamation bonds as part of the Surface Mining Permit granted by the Illinois Department of Natural Resources Office of Mines and Minerals. Copies of the bonds shall be filed with the City. The operation will not be encumbered with any delays in operation with this annexation. Owner shall notify the City in the event Owner is not subject to State requirements regarding Reclamation bonds.

   b. At Owner's option, the Owner may comply with Section 15.09(I) regarding sureties necessary for compliance of approved reclamation plans.

5. Reclamation. After the initial excavating and grading needed to create the required berming of the Property, the Owner shall sequentially perform their mining and extraction operations in general conformance to sequencing shown in the Engineering and Planning Documents

and shall cause segments in which the mining and extraction is complete to be reclaimed. The Owner may amend its Mining and Reclamation Plan after complying with the Illinois Department of Natural Resources Office of Mining and Minerals regulations for doing so. Owner shall file with the City with any amendments to its Mining and Reclamation Plan.

6. Chemical Storage. No chemicals, oils, fuels, or items or products of a similar nature not directly related to the permitted Operations shall be stored or kept on the Property,

7. Dumping. No stockpiling or dumping of any materials other than those approved and generated from Operations shall be permitted on the Property.

8. Days and Hours of Operation. Owner's standard hours of operations, other than maintenance functions, are from 6:00 a.m. to 6:00 p.m. Monday through Friday and 6:00 a.m. to 2:00 p.m. Saturdays. Under certain circumstances during the year, Owner will vary hours based on demand and Owners will be allowed to operate as follows upon notice to the Administrator: Monday through Friday, 5:00 a.m. to 10:00 p.m.; Saturday, 6:00 a.m. to 6:00 p.m. (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day, and Sundays). Moreover, in emergency situations, operations shall be permitted at times otherwise prohibited. (An emergency situation, for the purpose of this section, is any operation necessary to provide repairs to roadways or provide other materials and assistance which if delayed until normally permitted hours, would cause injury or loss of life or property.) Any operation or activity under this section shall immediately be reported to the City of Marengo Police Department and shall be reported to the Administrator the next business day. The picking up for off-site conveyance of aggregate materials and the depositing of recyclable materials may occur on a "demand basis" and is not restricted to the aforesaid days and hours. In the event the Owner has a contractual obligation to supply materials for an Illinois Tollway, IDOT or McHenry County road building project which require operations on Sundays or after 10:00 p.m., Owner may operate during said hours during the term of the project only.

9. Entrances. The entrances to Owner's Property as set forth in the attached Site Plan, Exhibit C and shall remain unchanged without permission from the City. The entry and service roads should be regularly inspected by the Owner for dust and swept on a daily basis, if needed.

10. Berms and Fencing. Owner shall cause the boundaries of the Property to be enclosed by a fence, berm or other screening in a manner and configuration mutually agreeable to the Parties. The Owner shall cause berms to be installed at the perimeter of that portion of the property which is being actively mined within a quarter mile of the Property's boundaries unless the adjoining property has a berm. Berming shall be designed to protect against a 100+ year flood event, shall prevent surface and or lake water discharging westerly and shall remain in place until such time as the reclamation plan for such portion is put into effect. Owner shall submit berming plans to the City and approval by the City shall not be unreasonably withheld. In the event of flooding and any legal action against the City by

surrounding property owners as a result of the same, Owner agrees to indemnify the City as provided in Section C.18. Entrances and exits to the Property shall be secured with gates that shall be locked during non-operating hours. Weeds shall be cut or trimmed as necessary so as to present a reasonably neat appearance. All active operations shall be contained by an earthen berm of not less than six (6) feet in height and/or a farm fence of not less than fifty-four (54) inches in height, of such a design so as to allow the free flow of wild animals, but to discourage trespassing by humans and farm animals. Berms that will remain in place for one (1) year or longer shall be planted with grass, shrubs and trees and maintained as a visual and acoustical screen. They shall be designed so that they do not erode into the road or highway right-of-way or onto the adjoining property. A gate shall be placed at the main entrance that will be kept locked whenever the Owner, Operator or their agent is not on site.

11. Screening Maintenance. At all times during the term of this Agreement, Owner shall be obligated to maintain the berm or fence constructed pursuant to the terms of this Agreement. Owner's maintenance shall include its periodic inspections of Property for debris, damage and necessary improvements, as determined by the City.

12. Documentation. Within seven (7) days of receipt by Owner, the Owner shall provide to the City copies of documents issued by the Department of Mines and Minerals, Lands, Reclamation Division, of the State of Illinois, Illinois Environmental Protection Agency and any and all other regulatory agencies relating to the following;
    a. Notice of statutory or regulatory violations
    b. Notice of intent to revoke any bond inspection reports
    c. Reports regarding reclamation
    d. Annual aerial photography of the Property
    e. Stop work orders
    f. Complaints or other pleadings involving Department or Illinois Environmental Protection Agency actions or proceedings against Owner's operations.

13. Servicing of Vehicles. All vehicles to be serviced on the Property shall be serviced at a location similar to that used under the County jurisdiction. Any spill of fuel, oil, or other similar item shall be reported as required by law.

14. Compliance with Federal, State, County and City Regulations.

    a. Owner shall comply with all applicable federal, state, and county regulatory requirements.

    b. Except as otherwise provided in this Agreement, Owner's mining operations shall comply with the provisions of Section 15.09 of the City's Zoning Ordinance and the applicable provisions of Section 14.3 of the McHenry County Unified Development Ordinance in Section B.14.c of this Agreement.

c. The following conditions shall apply to the Owner's mining operations:

i. Existing trees, shrubs and other types of woody vegetation along road frontages shall be protected and maintained. Weeds and other unsightly noxious vegetation shall be cut or trimmed as may be necessary to present a reasonably neat appearance, to prevent grass fires or the hazard of grass fires.

ii. The owner/operator shall repair any section of road damaged as a result of hauling operations, but shall not be responsible for the normal wear and tear of the road. This provision shall not be construed to require the operator to purchase additional right-of-way.

iii. All operations shall be conducted in a safe manner, especially with respect to hazards to persons, damage to adjacent lands or improvements and wells, and damage to any street by slides, sinking or collapse of supporting soil adjacent to an excavation.

iv. The following apply to earth extraction and/or mining conditions only - not to reclamation conditions:

a. Earth extraction and/or mining operation(s) that remove and do not replace the lateral support shall not approach property lines, established right-of-way lines of any public roads, streets or highways closer than a distance equal to thirty (30) feet unless a lesser distance is mutually agreed to by the operator and adjacent property owner and submitted in writing.

b. The bottom of the slope of the excavated face shall not be closer to the point determined per Section 14.3 P.7.e. ii of the 2014 McHenry County Unified Development Ordinance (UDO), as amended, than a distance equal to one and one-half (1.5) times the depth of the excavation.

c. If consolidated materials occur in the excavated face, the slope of the face may be steeper than 1.5 to 1 slope per Section 14.3 P. 7.e.ii of the 2014 McHenry County UDO, as amended, for the depth(s) of those materials; however, all other excavated slopes of unconsolidated materials shall be limited to (1 ½) to (1) slope.

d. In the case that the right-of-way has not been recently surveyed by a registered land surveyor and clearly marked, the right-of-

way line shall be assumed to be, for the purpose of this section, a minimum of forty (40) feet from the center line of the existing road.

v. The processing and stockpiling of aggregate resources shall not be conducted within three hundred (300) feet of any adjoining residentially zoned property line.

vi. Enough topsoil must be stockpiled to meet the finished conditions of Article Five, pursuant to Section 14.3 P.7. I of the 2014 McHenry County UDO, as amended.

vii. The owner or operator shall take adequate measures within the site to insure that trucks, exiting the site on roadways, shall not discharge earth materials or debris on the roadway.

viii. All operations, reclamation and on-going uses shall comply with the terms and conditions of the 2014 McHenry County UDO, as amended, and the 2004 McHenry County Stormwater Management Ordinance, as amended

ix. Decisions of the Administrator subsequent to the adoption of this Ordinance are subject to the normal appeals procedures set forth in the zoning ordinance and/or state statute.

x. At all times the owner or operator shall take adequate measures to insure that contaminated surface water run-off shall not enter ponds or other areas of open standing water.

15. Groundwater.

a. No earth extraction and/or Operations shall be conducted in such a manner that the groundwater table of surrounding properties is adversely impacted, as determined by the Illinois Environmental Protection Agency. In the case of the mining operations, water pumped from the site for the purpose of washing shall be retained in a pond until the silt and clay settles and then the water shall be recycled in the area affected.

b. Subject to reasonable notice and consistent with state, county and federal regulations, the Administrator, or a duly authorized representative, shall have the free right of access to the subject property for the purpose of inspections, making water

level measurements, obtaining water or material samples and for gathering other information necessary for the property discharge of his/her responsibilities.

c. The groundwater monitoring devices shall be tested as required by the McHenry County Planning Department using the groundwater monitoring parameters established and updated by the McHenry County Health Department in its Ordinance for Groundwater Monitoring and Protection at Earth Material Extraction Sites Results of the monitoring tests shall be given to the City Administrator within two (2) weeks of the testing. The groundwater monitoring devices shall be removed according to the McHenry County Groundwater regulations and may be removed by Owner once the groundwater monitoring regulations no longer require the wells to be in place for the Owner's operations.

d. The costs of the installation of the groundwater monitoring devices and the groundwater testing shall be paid for by the Owner.

e. Prior to the termination of the Special Use upon completion of extraction and reclamation and acceptance of the completion of these items by the Administrator, the Owner shall cause to be filed with the Recorder of Deeds, a temporary easement which will expire one year after the expiration of the conditional use permit approved by the Administrator after review by the City, which shall provide access to the Property for the purpose of monitoring and sampling of the wells.

f. The Owner shall provide groundwater level reports using data from monitoring wells and staff gauges upon forms and dates provided by the Administrator.

g. The Owner shall provide annual groundwater quality reports at times and on forms provided by the Code Enforcement Officer using samples from the monitoring wells. These reports will meet the requirements, if any, of the McHenry County Health Department.

16. Spillage. The Owner shall sweep and maintain its entrances as needed.

17. Safety. All mining and related operations on the Property shall be conducted in a safe manner and will follow U.S. Department of Labor Mine Safety and Health Administration Safety Regulations.

18. Site Maintenance. The site shall be maintained in a neat and orderly condition, free of all debris, junk, trash, waste products or materials, and abandoned equipment which are no longer used or unless capable of being used by the Owner in its Operations. Buildings, if any, shall be maintained in good repair and appearance. Berms and fences shall be maintained to present a neat appearance free from all litter.

19. Inspection. During the term of the Special Use granted herein and subject to reasonable notice and consistent with the state, county and federal regulations, the City shall have access to the Property to enable the staff to monitor compliance with this Agreement. No inspection fees will be required for the duration of this Agreement. For purposes of this Section, "inspection fees" does not mean "fines, fees, penalties and court costs" associated with any statutory, code, or ordinance enforcement action by the City.

20. Reimbursement of Fees. The Owner is required to deposit $5,000 to reimburse the City for any attorneys' fees, engineering fees, and such other costs or fees incurred by the City in connection with these annexation and zoning proceedings. In the event that these costs exceed $5,000, the Owner shall pay the additional costs. If costs are less than $5,000, the City will reimburse the unspent balance to the Owner. This provision shall not apply to future zoning proceedings of the Property or portions thereof for any mixed-used or other developments.

21. Fees Payable to the City.

    a. The Owner shall pay an annexation fee of $50 per acre (156 acres) or $7,800 at the time of annexation.

    b. Operation Fees: The Owner shall pay the City $.05 for each ton of Product from the Operations as defined in Section A.2 of this Agreement, which shall mean and include: 1) all aggregate product, including sand, gravel, crushed stone, recycled materials, etc, mined, extracted and/or exported off site; 2) the weight of aggregate product included in asphalt and or ready-mix concrete products exported off site; 3) landscape waste product exported off site and construction recycled product exported off site. The quantity of Product exported off site shall be documented by Owner's truck loading tickets. Payment of this fee shall begin on the first quarter anniversary of the commencement of Operations on the Property and on the anniversary of each quarter thereafter. The Owner shall deliver to the City quarterly reports showing the quantity of exported Product from the Property during the preceding calendar quarter. The Owner shall keep an accurate record of the exported Product from the Property, and the City shall have the right, at reasonable times, to examine the mining procedures and the books and records of the Owner for the purpose of verifying the amounts payable to the City. The Owner shall keep records on the Property for at least eighteen (18) months after expiration of each year, conforming to generally accepted accounting practices showing the exported Product from the Property for such year, including all tax reports, loading slips, conveyor weighing records, sales checks, and other supporting data, which will facilitate verification of the calculations of the fees payable to the City. On or before April 15, July 15, October 15 and January 15 of each calendar year. Owner shall pay the City the royalty due from the

previous quarter. The weight tickets substantiating said payments shall accompany said payments.

c. The Owner agrees that Sections B.21 b, e and f with respect to $.05 per ton fee application, auditing reporting, maintenance of records and payment of such fees shall also apply to the adjacent 175 acres being developed as part of this mining operation. To the extent that any amendment of the Annexation Agreement between the City and Chicago Title Land Trust Company, Trust No. 11642-08, recorded as Document Number 2013R0023990 (O'Brien Annexation) is required to perfect the application of Sections B.21 b, e, and f to the 175 acres, the Owner agrees to move forward with annexation amendment procedures as provided in the O'Brien Annexation Agreement. Owner also acknowledges and agrees that Amendments to the O'Brien Annexation Agreement shall be required in the event the Owner pursues a sale of the mining operation and subdivides the combined 510 acre mining operation. Failure to proceed with either amendment, as may be applicable, shall constitute a material breach of this Agreement.

d. The parties agree that City's real estate taxes as provided in Section B. 24 shall be waived until such time as any phase of construction of the Tollway/Interchange at State Route 23 is completed and access both east and west from State Route 23 onto I90 is possible, upon the sale of the Property, or until May 31, 2019, whichever occurs first. To the extent permitted by the Illinois Department of Revenue, the point of sale of materials shall be deemed to originate in the City of Marengo.

e. The Owner shall deliver to the City quarterly reports showing the quantity of aggregate material excavated or mined from the Property during the preceding calendar quarter.

f. The Owner shall keep an accurate record of Product exported off site from the Property. The Owner shall keep records on the Property for at least 18 months after expiration of each year, conforming to generally accepted accounting practices showing all of exported Product for the year, including all tax reports, loading slips, conveyor weighing records, sale checks, and other supporting data which will facilitate verification of the calculation of fees payable to the City. The City shall have the right by its accountants or representatives to audit or examine all Owner's records (including all supporting data) regarding these materials and Owner shall make all such records available for such examination in the event owner fails to comply with the fees established in this Agreement. Owner's refusal to permit this audit or examination shall result in a stop order of all operations on the Property and revocation of the Special Use. If any such audit discloses that the actual amount of exported Product exceeded those reported, the Owner shall forthwith pay

the additional fee due for the excess, in addition to the cost of such audit and examination. If such audit discloses that the amount of exported Product exceeded that reported by more than 10 percent at any one time, the City shall give notice of such discrepancy and the Owner shall have sixty (60) days to cure said discrepancy or place disputed sums in escrow. The parties will then appoint an independent auditor mutually acceptable to the parties to resolve the dispute whose fee shall be shared equally by the parties and whose decision shall be binding and final. If any such audit discloses that the actual amount of exported Product was less than that reported and, as a result thereof, the Owner paid more additional fees than were due hereunder, then the City shall promptly refund to the Owner the amount of the excess fee payment, less the cost to the City for the audit.

22. Easements and Access. The Owner shall, upon the request of the City, grant to the City and utility companies mutually satisfactory to the parties which may provide utilities to any part of the Property, such construction and maintenance utility easements over, under, across or through property owned or controlled by the City as are necessary or appropriate for the development of the Property in accordance with the provisions of this Agreement. Owner specifically agrees to provide a utility easement to the City for future water and sewer utility expansion. This utility easement shall be located along the southern boundary of the former VCNA property west to the western boundary of said property and then north along the western boundary of the VCNA and O'Brien properties and shall be of dimensions as may be appropriate for the construction of such utilities pursuant to the City engineer's opinion. The City further agrees that, in the event Owner is unable to obtain utility easements over, under, across or through property not owned by or under the City's control on conditions acceptable to Owner, the City will, upon Owner's request, in a timely manner, use its powers of condemnation to acquire such easements, provided that said easements are necessary or required by the City or a utility company for the provision of utility service to the Property. All reasonable costs and expenses incurred by the City in the securing of such easements on behalf of Owner shall be paid for by Owner. In the event said easement benefits owners of other property, then the cost of acquiring said easement shall be subject to recapture from said benefited property owners once the recapture agreement is prepared by Owner and is approved by the City pursuant to Section B. 25 of this Agreement.

23. Sewer and Water Improvements. When the Property is reclaimed fully and the Owner requests to move forward with any future development and or at such time as water and sewer lines reach the Property, the Owner shall, at his sole expense, extend the City's existing sanitary sewer lines and municipal water from their then location across the entire frontage of the Property at the discretion of the City and install any and all improvements pursuant to the requirement of the then applicable Subdivision Ordinance. The City agrees to submit the Property and other properties which need sewer and water for inclusion in a Special Service Area or areas ("SSA") for the purpose of funding the extension of said utilities. This provision shall survive the term of the Agreement and become a covenant running the land pursuant to Section C. 4.

24. Real Estate Tax Abatements. The parties agree that all taxes shall be waived until

such time as any phase of construction of the Tollway/Interchange at State Route 23 is completed and access both east and west from State Route 23 onto I90 is possible, upon the sale of the Property, or until May 31, 2019, whichever occurs first.

25. Recapture. If Owner pays for the extension or public improvement, the Owner shall be entitled to recapture from other benefitted property owners. The City agrees to adopt recapture ordinances requiring benefitted properties to pay their pro rata fair share. The recapture agreement shall be consistent with the requirements of 65 ILCS 5/9-5-1 et. seq. and in a form agreeable to the Owner and City. The City further agrees that it will not approve building permits, annexations, preliminary plats, or grant the service connection approvals to owners and/or developers of the property to be benefited by such improvements until such time as said other owners pay their pro rata costs of recapture as shall be appropriate under such circumstances. In no way shall the City be considered an agent of Developer in administering the recapture. The benefitted properties shall pay their fair share whether or not the users of the benefitted properties hook up to the utilities the Owner has extended.

26. Pleasant Grove Road Improvement & Repair. If the Owner requires ingress/egress to the property from Pleasant Grove Road, the Owner shall improve existing roadway to allow for increased load bearing capacity from property entrance East to Illinois Route 23. Roadway resurfacing will include the addition of 4" bituminous paving (placed in two lifts) over existing surface after the full depth patches 4" are completed. Shoulder stone (CA6 100% crushed or a combination of bituminous pavement grindings) will be increased to 2' wide. This improvement provision shall not be construed to require the owner, City or Riley Township to purchase additional right-of-way. Submitted plans, specifications and inspections are subject to Township Riley and City approval. Owner shall repair any section of road damaged as a result of earth material hauling operations, but shall not be responsible for repair as a result of normal wear and tear as determined by City Engineer. In addition, Owner agrees to the following conditions:

a. Sweeping: Trucks hauling gravel materials shall be loaded so as to prevent spillage onto public streets. All trucks shall be covered. Any spillage on streets must be removed by Owner or operator within 24 hours of spill. The entrance shall be swept on an as needed basis.

b. Designated Truck Route: Owner will designate truck traffic from property east to Illinois State Route 23 through the use of signage and company policy. No truck traffic from property to West Pleasant Grove Road or North Meyer Road unless local delivery of sand and gravel products. Penalty for unauthorized use of non-designated truck routes will be $500 per vehicle trip. Signage shall be consistent with the Manual on Uniform Traffic Control Devices (MUTCD) and recommendations issued by the McHenry County Division of Transportation to the Riley Township Highway Commissioner regarding Weight Limit Signage – Pleasant Grove Road.

c. Failure to Comply: Violations of any section will result in a potential prohibited use by Owner of unincorporated sections of Pleasant Grove Road.

d. At the 12th to 15th year interval, the Owner, Riley Township, City Engineer and City Department of Public Works will review the condition of the road and plan to patch and overlay. The overlay shall include a leveling coarse and 1.5 inch overlay coarse from the entrance to IL Route 23. Owner shall pay 100% of the cost of this work. Additional shoulder gravel and striping is also included.

e. Irrespective of Section B.26a-d of this Agreement, and in addition thereto, in the event that Meyer Road and Pleasant Grove Road are realigned and reconfigured as a result of future development and/or redevelopment of the area in compliance with the City's Comprehensive Plan, as amended, Owner agrees that it shall collaborate with the City in such road improvement. Owner acknowledges and agrees that such improvements will benefit Owner and the Property. Accordingly, in consideration of these improvements and benefit to the Property, such collaboration shall include, but not be limited to, granting the City permanent and temporary easements related to the construction of these road improvements and/or dedicating reasonably necessary land for the same.

C. MISCELLANEOUS

1. General Application of Ordinances. Except as otherwise specified herein, all City ordinances of general applicability shall apply to the Property, the Owner and all successors and assigns in title.

2. Less Restrictive Ordinances or Codes. If, during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, namely the Owner's operation of a mining operation, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the City not subject to annexation agreements, then at Owner's election the less restrictive requirements shall be binding upon the Owner, its successors and assigns.

3. "Grandfathering". During the Term of this Agreement, and for any subsequent renewal period as provided in Section A. 2 of this Agreement, Owner's operations as applicable shall be grandfathered and Owner shall be allowed to maintain the following on the Property;

a. Noise and light provisions shall remain at levels consistent with the County Ordinance now in effect and no higher standards will be imposed through the Agreement, except as may otherwise be established by State of Illinois statutes and regulations.

b. Farming and grazing; and

c. "Mining operations" will continue to be classified under the M zoning

classification and any amendment to the M zoning classification standards and permitted and special uses shall not apply to the Property. These grandfathered provisions shall remain in place as provided in this Section C.3 except in the event that the United States and/or State of Illinois impose mandatory or more restrictive standards that the City cannot waive, in which case such federal and/or state standards shall apply.

4. Covenants Running with the Land. The covenants and agreements contained in this Agreement shall inure to the benefit of and be binding upon the successors in title and assigns of the Owner and each of them, and upon the successor Corporate Authorities and each of them, and upon the successor municipalities of the City, and shall constitute covenants running with the land.

5. Regulations of Other Governmental Units. During the term hereof, the Owner shall conduct its Operations in compliance with the statutes, rules and regulations of the State of Illinois, its departments, agencies and bureaus, including the Department of Mines and Minerals, the Environmental Protection Agency and specifically including the statutory requirements of the Surface-Mined Land Conservation and Reclamation Act (225 ILCS 715-1, et seq.) and Title 35, Subtitle D, Chapter 1: Mine Related Water Pollution Rules and Regulations (35 III. Adm. Code 401.101, etseq.).

6. Term. This Agreement shall be valid and binding upon the Parties hereto, their respective successors and assigns, for a term of twenty (20) years commencing as of the date hereof, as provided by statute. As applicable, conditions of Owner's potential twenty-year special use extension periods for a mining and related uses Operations pursuant to Section A. 2 shall survive the term of this Agreement.

7. Severability. If any provision of this Agreement, other than the provisions relating to the requested zoning changes and the ordinances adopted in connection therewith, is held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein.

8. Prior Agreements. This Agreement supersedes all prior agreements, negotiations and exhibits which conflict herewith, and is a full integration of the entire agreement of the Parties.

9. Amendment. This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest. The Parties acknowledge that certain future amendments may affect only a portion of the Property. In such event, this Agreement may be amended by written agreement between the City and the legal Owner of fee title to that portion of the Property which is subject to and

affected by such amendment as provided by law; provided, that such amendment, if not executed by the then Owner of other portions of the Property, shall in no manner alter, amend, or modify any of the rights, duties or obligations as set forth in this Agreement as they pertain to such other portions of the Property.

10. Enforceability. In the event that either party to the Agreement files suit to enforce the terms hereof, the prevailing party shall be entitled to recover, as part of the costs otherwise allowed, its reasonable attorney's fees incurred therein.

11. Waiver. The failure of the City to insist, in any one or more instances, upon performance of any terms or conditions of this Agreement, shall not be construed as a waiver of future strict performance of any such term, covenant or condition and the obligations of the Owner shall continue in full force and effect.

12. Notice. Unless notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or mailed by certified mail, return receipt requested, postage prepaid, as follows:

To the City: City of Marengo
132 E. Prairie Street
Marengo, Illinois 60033
Attention: Administrator

City's Attorney: Carlos S. Arévalo
SmithAmundsen, LLC
2460 Lake Shore Drive
Woodstock, Illinois 60098

To the Owner: Marengo Lakes, LLC
5435 Bull Valley Road
Suite 330
McHenry, IL 60050

The signed return receipt or an affidavit of mailing or proof of service shall be sufficient proof of delivery for all purposes.

13. Indulgences Not Waivers. The City's failure, at any time or times hereafter, to require strict performance by the Owner of any provision of this Agreement, shall not waive, affect, or diminish any right of the City thereafter to demand strict compliance and performance therewith.

14. Venue. Each proceeding pursuant to or in connection with this Agreement or amendment thereto shall be brought in the 22"" Judicial Circuit, McHenry County, Illinois, and

the City and the Owner hereby consent to jurisdiction and venue in that Court. This Agreement has been negotiated, executed and delivered at and shall be deemed to have been made in the City of Marengo, McHenry County, Illinois. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of any present or future domicile or principal place of business of the Owner. The Owner and the City hereby consent and agrees that the Circuit Court of McHenry County, Illinois, shall have exclusive jurisdiction to hear and determine any claims or disputes between the City and the Owner pertaining to this Agreement or to any matter arising out of or related to this Agreement. The Owner and the City expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and the Owner and the City hereby waive any objection which the Owner and the City may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.

15. Sale of Property. It is expressly understood and agreed that the Owner may sell or convey all or any part of the Property for the purposes of development, and upon each sale or conveyance, the purchaser shall be bound by the obligations and entitled to the benefits of this Agreement with respect to the part of the Property sold or conveyed. The Owner shall notify the City of such purchase or agreement or assumption of responsibilities. A selling owner of all or any portion of the Property, however, shall only be released where:

    a. Upon the conveyance by Owner ("Transferor") to a third party ("Transferee") the rights and obligations of Transferor shall be deemed assigned to and assumed by such Transferee, and Owner shall thereupon be released and discharged by the City from further obligation pertaining to such identified rights and duties. The Transferee shall thereupon be entitled to exercise all rights and authorities and shall perform all duties and obligations of Owner pertaining to such phase of development or portion of the property. The Transferee shall comply with the applicable requirements of this Agreement pertaining to the posting of guarantees with the City affecting the portion of the Property conveyed. Any such guarantee previously posted by the Transferor shall be released by the City upon the delivery to the City by the Transferee of a substitute guarantee in the appropriate amount, in proper form and issued by a financial institution approved by the City with respect to all of Owner's obligations pursuant to this Agreement; and

    b. Any outstanding monetary obligations of the Owner due and payable to the City as of the time of conveyance have been satisfied in full including such fees established in this Agreement, except to the extent that Operations continue, in which case the Operations Fees shall remain in place and survive the term of this Agreement and continue to be enforced as conditions of any Special Use for said Operations, which the Transferee shall affirm and agree to in writing; and

    c. Upon the conveyance of any portion of the combined 510 Acre mining operation, Owner has amended the Annexation Agreement between the City and Chicago Title Land Trust

Company, Trust No. 11642-08, recorded as Document Number 2013R0023990 as provided in Section B.21c. of this Agreement.

d. There is no uncured or existing violation of the City's ordinances or this Agreement.

16. Owner's Agreement Not to Disconnect the Property. Notwithstanding any rights that the Owner may have to disconnect the Property from the City pursuant to the Illinois Municipal Code (the "Code"), including but not limited to Section 7-3-6 of the Code, the Owner agrees to i) waive any and all rights to disconnect the Property from the City in exchange for the benefits conferred upon the Property by this Agreement and ii) not to, at any time, disconnect the Property from the City.

17. Time of Essence. It is understood and agreed by the Parties that time is of the essence to this Agreement, and that the Parties will make every reasonable effort, including the calling of special meetings, to expedite the matter. It is further understood and agreed by the Parties that the successful consummation of this Agreement requires their continued cooperation. Owner agrees and acknowledges that upon action by City Council approving this Agreement and adopting the appropriate ordinances, Owner shall have sixty (60) days therefrom to execute and deliver to the City the Agreement and any other necessary documents, for purposes of enabling the City Clerk to finalize and record the Agreement and complete the annexation and zoning of the Property as required by statute. The sixty (60) day deadline may be mutually extended by the Parties if warranted. Failure to comply with this deadline, or any extensions, shall be deemed an abandonment of the annexation proceedings.

18. Indemnity. The Owner shall defend, indemnify and hold harmless the City, its past, present and future officers, employees and agents (hereinafter "City Indemnitees") from and against all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees, arising out of and in connection with this Agreement, its terms and conditions, the annexation, development, and zoning of the Property.

19. Future Development and or Expansion. Owner's future development of the Property shall be pursuant to the Subdivision and Zoning Ordinances of the City of Marengo then in effect. In the event Owner purchases additional property for the purposes of expansion of its mining operations, Owner agrees to annex such property to the City pursuant to the terms of an annexation agreement to be mutually agreed upon by the Parties and to otherwise comply with the development requirements of the Subdivision and Zoning Ordinances of the City of Marengo in effect at the time of such expansion.

20. Code Variations. The Petitioner is granted a variation to the Municipal Code waiving the requirement that the Owner hook up to City sewer and water for the sole purpose of allowing Owner to install a well and septic systems to provide potable water and washroom facilities for its employees, agents and guests in the asphalt plant, concrete plant, shop and in the scale house.

This waiver is limited in duration to the period of during which the Owner conducts activities in accordance with the Special Use Permit for aggregate mining operations.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

22. Provided Owner and Owner's successors, lessees, and assigns are in compliance with the obligations in this Agreement and/or any conditions in a Special Use ordinance for the Property, notwithstanding Sections 13.02 and 13.04 of the City's Zoning Ordinance, the special uses granted to the Owner and Owner's successors, lessees and assigns shall continue to include the ability to stockpile and sell their materials from the property and Operations: Outside storage of equipment used in the Operations; Stockpiles generated from the Operations; Mining/extraction of gravel and sand; Recycling operations of concrete, asphalt and asphalt shingles; Hot Mix asphalt plant and Ready-Mix concrete plant; Fill import of topsoil, clay and including CCDD & USFO; Landscape waste transfer and Construction material recycling and transfer.

23. Entrances and Uses. In addition to the entrances set forth in Section B.9 above, Owner shall be able to continue to use all existing entrances and exits to the property which currently exist provided such entrances meet the requirements of the City and/or any other governmental entity with jurisdiction over the same with respect to the anticipated use.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

CITY OF MARENGO

By: _____
Marengo Lakes, LLC - Member
Jack Pease

By: _____
Donald B. Lockhart, Mayor

By: _____
Marengo Lakes, LLC - Member
Daniel Plote

CITY:

[SEAL]
ATTEST:
By: _____
Constance J. Boxleitner, City Clerk

Signed before me on this _____day of _____ 2017

By: _____
Notary Public

Exhibit A
Legal Description

O'Brien 80 Acres
SOUTH ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 10. TOWNSHIP 43 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN IN McHENRY COUNTY ILLINOIS.

Parcel Identification Numbers:
16-10-400-003 and 16-10-400-004

Prairie 255 Acres
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, ALSO THE NORTH HALF OF THENORTHWEST QUARTER OF SECTION 14, ALSO THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH RANGE 5 EAST ALSO THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, ALSO THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH AND SOUTH QUARTER SECTION LINE, 80 RODS NORTH OF THE CENTER OF SAID SECTION AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER 80 RODS TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE THEREOF, 60 RODS; THENCE SOUTHWESTERLY TO A POINT ON THE EAST LINE THEREOF, 60 RODS SOUTH OF THE NORTHEAST CORNER THEREOF AND 20 RODS NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 20 RODS TO THE PLACE OF BEGINNING, ALSO EXCEPTING THE SOUTH 510.00 FEET OF THE EAST 433.00 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14), ALL IN TOWNSHIP 43 NORTH RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

Parcel Identification Numbers:
16-10-300-004, 16-15-100-002, 16-15-200-001, 16-15-200-002 and 16-14-100-013

Exhibit B

Reclamation Plans

Exhibit C

Site Plan

Exhibit D

Operating/Mining Plan

#86

ORDINANCE 17-__-__

An Ordinance Authorizing the Execution of an Annexation Agreement between the City of Marengo and Marengo Lakes, LLC with respect to 335 Acres located South of Pleasant Grove Road and West of State Route 23

WHEREAS, Marengo Lakes, LLC, is the owner of 335 acres, more or less, located in an unincorporated portion of McHenry County, Riley Township ("Owner"), South of Pleasant Grove Road and West of State Route 23 ("Property"); and

WHEREAS, the Property is not located within the corporate boundaries of any municipality, has not been annexed to any municipality, is presently contiguous and immediately adjacent to the corporate boundaries of the City of Marengo ("City") and may be annexed to the City; and

WHEREAS, the City desires to enter into an Annexation Agreement with the Owner, attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, the Owner and the City are ready, willing and able to enter into the Agreement and perform the obligations as required therein; and

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, *et seq.*, a public hearing has been held pursuant to lawful notice and the Owner and the City have otherwise complied fully with all laws and ordinances applicable to the Agreement; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City to approve and execute the Agreement.

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

SECTION 1: Upon receipt from the Owner of four executed copies of the Annexation Agreement, within 60 days of City Council's action approving said Annexation Agreement, unless otherwise mutually agreed, the Mayor is hereby authorized and directed to execute, and the City Clerk is authorized and directed to attest, such four duplicate original copies of the Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

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

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

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

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED:

_____
Mayor Donald B. Lockhart

(SEAL)
ATTEST: _____
City Clerk Constance J. Boxleitner

Passed:

Approved: _____

Published: _____

Prepared by:
Carlos S. Arévalo, City Attorney
SmithAmundsen, LLC
2460 Lake Shore Drive
Woodstock, IL 60098
815/337-5012

CERTIFICATION

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

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the _____day of February, 2017, the foregoing Ordinance entitled, ***An Ordinance Authorizing the Execution of an Annexation Agreement between the City of Marengo and Marengo Lakes, LLC with respect to 335 Acres located South of Pleasant Grove Road and West of State Route 23*** was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 17-__-___, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the _____ day _____, 2017, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

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

Given under my hand and corporate seal of the City of Marengo on this _____ day of _____, 2017.

_____

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

(SEAL)

#8c

ORDINANCE NO. 17-__-__

An Ordinance Annexing to the City of Marengo 335 Acres located South of Pleasant Grove Road and West of State Route 23

WHEREAS, the City of Marengo (the "City") has received a petition from Marengo Lakes, LLC ("Owner"), requesting annexation of certain property (the "Property") to the City; and

WHEREAS, the petition complies with the relevant statutory requirements of 65 ILCS 5/7-1-8 and has been accepted by the City; and

WHEREAS, said Property is not within the corporate limits of any municipality, other than the County of McHenry, and is contiguous to the corporate boundaries of the City; and

WHEREAS, the City does not provide fire protection and public library services; and

WHEREAS, it is in the best interests of the City that the Property be annexed thereto; and

WHEREAS, this Ordinance is intended to facilitate the development of the Property subject to an Annexation Agreement ("Agreement") between the Owner and the City executed herewith, and shall be construed liberally to achieve that purpose, and shall further be construed to be consistent with the other ordinances passed this day by the Mayor and City Council regarding the Agreement.

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

SECTION 1: The above recitals are incorporated herein as part of the operative substance of this Ordinance, including as findings of fact.

SECTION 2: The City of Marengo hereby accepts and approves of the annexation petition and the annexation of the Property, which consists of 335 acres, more or less, located in an unincorporated portion of McHenry County, Riley Township, South of Pleasant Grove Road and West of State Route 23, and is legally described in Exhibit A, attached hereto.

SECTION 3: Upon execution of and satisfaction of all conditions outlined in the Annexation Agreement within 60 days from City Council's action approving the annexation, the City Clerk is hereby directed to record in the Office of the Recorder of Deeds and file in the Office of the County Clerk of McHenry County, Illinois, and the post office serving the Property within 30 days of the effective date of this Ordinance, a certified copy of this Ordinance, together with a Plat of Annexation of the Property hereby annexed, attached hereto and made a part hereof.

SECTION 4: 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 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its passage and approval.

Ayes:

Nays:

Absent:

Abstain:

APPROVED:

_____
Mayor Donald B. Lockhart

(SEAL)
ATTEST: _____
City Clerk Constance Boxleitner

Passed:

Approved: _____

Published: _____

Prepared by:
Carlos S. Arévalo, City Attorney
SmithAmundsen, LLC
2460 Lake Shore Drive
Woodstock, IL 60098
815/338-5012

EXHIBIT A

O'Brien 80 Acres

SOUTH ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 10. TOWNSHIP 43 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN IN McHENRY COUNTY ILLINOIS.

Parcel Identification Numbers:
16-10-400-003 and 16-10-400-004

Prairie 255 Acres

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, ALSO THE NORTH HALF OF THENORTHWEST QUARTER OF SECTION 14, ALSO THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH RANGE 5 EAST ALSO THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, ALSO THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH AND SOUTH QUARTER SECTION LINE, 80 RODS NORTH OF THE CENTER OF SAID SECTION AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER 80 RODS TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE THEREOF, 60 RODS; THENCE SOUTHWESTERLY TO A POINT ON THE EAST LINE THEREOF, 60 RODS SOUTH OF THE NORTHEAST CORNER THEREOF AND 20 RODS NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 20 RODS TO THE PLACE OF BEGINNING, ALSO EXCEPTING THE SOUTH 510.00 FEET OF THE EAST 433.00 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14), ALL IN TOWNSHIP 43 NORTH RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

Parcel Identification Numbers:
16-10-300-004, 16-15-100-002, 16-15-200-001, 16-15-200-002 and 16-14-100-013

CERTIFICATION

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

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the _____ day of February, 2017, the foregoing Ordinance entitled, ***An Ordinance Annexing to the City of Marengo 335 Acres located South of Pleasant Grove Road and West of State Route 23*** was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 17-__-__, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the _____ day _____, 2017, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

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

Given under my hand and corporate seal of the City of Marengo on this _____ day of _____, 2017.

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

(SEAL)

#8d

ORDINANCE 17-__-__

An Ordinance Rezoning 175 Acres located South of Pleasant Grove Road and West of State Route 23 from AT Agricultural Transition to M Manufacturing and Issuing a Special Use Permit for an Earth Materials Extraction and Processing Facility and Related Operation

WHEREAS, Marengo Lakes, LLC is the owner ("Owner") of Property legally described below and has filed a petition with the City of Marengo ("City") requesting that certain property be rezoned from AT Agricultural Transition to M Manufacturing District and issued a special use permit for an earth materials extraction and processing facility and related operation pursuant to the terms of the Marengo Zoning Code; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission ("Commission"), after due notice in the manner provided by City ordinance and by the Illinois Municipal Code; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the zoning petition pursuant to the terms of the Marengo Zoning Code and a certain annexation agreement between the City and the Owner; and

WHEREAS, the Mayor and City Council have considered the findings of fact based upon evidence presented at the public hearing submitted by the petitioner to the Commission, as well as the recommendations of the Commission and have concluded that it would be in the best interest of the City to rezone the property as requested and issue the special use permits.

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

SECTION 1: The following legally described territory ("Property") shall be rezoned M Manufacturing District and issued a special use permit for an earth materials extraction processing facility and related operation pursuant to the terms of the Marengo Zoning Code and an annexation agreement applicable to such property as provided in Section 2 of this Ordinance.

> THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, THE NORTH ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 10 AND THAT PART OF LOTS 4 AND 5 IN THE COUNTY CLERK'S PLAT OF SECTIONS 10 AND 11, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1901 AS DOCUMENT NO. 10785, IN BOOK 2 OF PLATS, PAGE 16, ALL IN TOWNSHIP 43 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL

MERIDIAN BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5 BEING THE SOUTHEAST CORNER OF SAID LOT 4, AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF LOT 5 AFORESAID 99 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE WEST TO THE SOUTHWEST CORNER OF THE SAID EAST HALF OF THE NORTHEAST QUARTER, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 4 IN SECTION 10, AND RUNNING THENCE NORTH ALONG THE WEST LINE THEREOF, 1261.54 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 45 DEGREES 39 MINUTES 57 SECONDS TO THE RIGHT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE, 1517.15 FEET TO THE CENTERLINE OF PLEASANT GROVE ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE TO THE EAST LINE OF THE SAID EAST HALF OF THE NORTHEAST QUARTER, BEING THE EAST LINE OF SAID LOT 4; THENCE SOUTH ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PIN: 16-10-200-012, 16-10-200-014, 16-10-200-010, 16-10-300-002, 16-10-400-002, 16-10-400-006

SECTION 2: The special use permit issued pursuant to the terms and conditions specifically outlined in the Annexation Agreement between the City and Owner, executed herewith, which terms and conditions are incorporated herein by reference. The special use permit issued is also subject to Section 1 of this Ordinance which is subject to the terms and conditions specifically outlined in Exhibit D to the Annexation Agreement By and Between the City of Marengo and Chicago Title Land Trust Company, Trust Number 116642-08, recorded as Document Number 2013R0023990 on May 10, 2013 with the McHenry County Recorder, which terms and conditions are incorporated herein by reference and pursuant to the terms and conditions outlined in the Annexation Agreement between the City and the Owner with respect to the contiguous 335 acres being contemporaneously annexed to the City, which are incorporated herein by reference and which the Owner agrees shall apply herein as well except that to the extent of any conflict, Owner expressly agrees that the terms of the Annexation Agreement for the 335 acres shall control.

SECTION 3: All requirements set forth in the Marengo Zoning Ordinance, as would be required by any owner of property zoned in the same manner as the Property shall be complied with.

SECTION 4: The findings of fact, report and recommendations of the Commission on the question of rezoning the Property and issuing the special use permits are hereby accepted.

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: _____

Prepared by:
Carlos S. Arévalo, City Attorney
SmithAmundsen, LLC
2460 Lake Shore Drive
Woodstock, IL 60098
815/338-5012

CERTIFICATION

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

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the ____ day of February, 2017, the foregoing Ordinance entitled, ***An Ordinance Rezoning 175 Acres located South of Pleasant Grove Road and West of State Route 23 from AT Agricultural Transition to M Manufacturing and Issuing a Special Use Permit for an Earth Materials Extraction and Processing Facility and Related Operation*** was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 17-__-___, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the _____ day _____, 2017, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

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

Given under my hand and corporate seal of the City of Marengo on this _____ day of _____, 2017.

_____

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

(SEAL)

#8e

ORDINANCE 17-__-__

An Ordinance Zoning 335 Acres located South of Pleasant Grove Road and West of State Route 23 to M Manufacturing and Issuing a Special Use Permit for an Earth Materials Extraction and Processing Facility and Related Operation

WHEREAS, Marengo Lakes, LLC is the owner ("Owner") of Property legally described below and has filed a petition with the City of Marengo ("City") requesting that certain property be zoned M Manufacturing District and issued a special use permit for an earth materials extraction and processing facility and related operation pursuant to the terms of the Marengo Zoning Code upon annexation to the City; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission ("Commission"), after due notice in the manner provided by City ordinance and by the Illinois Municipal Code; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the zoning petition pursuant to the terms of the Marengo Zoning Code and a certain annexation agreement between the City and the Owner; and

WHEREAS, the Mayor and City Council have considered the findings of fact based upon evidence presented at the public hearing submitted by the petitioner to the Commission, as well as the recommendations of the Commission and have concluded that it would be in the best interest of the City to zone the property as requested and issue the special use permits.

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

SECTION 1: The following legally described territory ("Property") shall be zoned M Manufacturing District and issued a special use permit for an earth materials extraction processing facility and related operation pursuant to the terms of the Marengo Zoning Code and an annexation agreement between the City and the Owner:

<u>O'Brien 80 Acres</u>
SOUTH ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 10. TOWNSHIP 43 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN IN McHENRY COUNTY ILLINOIS.

Parcel Identification Numbers:
16-10-400-003 and 16-10-400-004

Prairie 255 Acres

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, ALSO THE NORTH HALF OF THENORTHWEST QUARTER OF SECTION 14, ALSO THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH RANGE 5 EAST ALSO THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, ALSO THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 (EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH AND SOUTH QUARTER SECTION LINE, 80 RODS NORTH OF THE CENTER OF SAID SECTION AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER 80 RODS TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE THEREOF, 60 RODS; THENCE SOUTHWESTERLY TO A POINT ON THE EAST LINE THEREOF, 60 RODS SOUTH OF THE NORTHEAST CORNER THEREOF AND 20 RODS NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 20 RODS TO THE PLACE OF BEGINNING, ALSO EXCEPTING THE SOUTH 510.00 FEET OF THE EAST 433.00 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14), ALL IN TOWNSHIP 43 NORTH RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

Parcel Identification Numbers:
16-10-300-004, 16-15-100-002, 16-15-200-001, 16-15-200-002 and 16-14-100-013

SECTION 2: The special use permit issued pursuant to Section 1 of this Ordinance is subject to the terms and conditions specifically outlined in the Annexation Agreement between the City and the Owner executed herewith, which terms and conditions are incorporated herein by reference.

SECTION 3: All requirements set forth in the Marengo Zoning Ordinance, as would be required by any owner of property zoned in the same manner as the Property shall be complied with.

SECTION 4: The findings of fact, report and recommendations of the Commission on the question of zoning the Property and issuing the special use permits are hereby accepted.

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: _____

Prepared by:
Carlos S. Arévalo, City Attorney
SmithAmundsen, LLC
2460 Lake Shore Drive
Woodstock, IL 60098
815/338-5012

CERTIFICATION

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

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the ____ day of February, 2017, the foregoing Ordinance entitled, ***An Ordinance Zoning 335 Acres located South of Pleasant Grove Road and West of State Route 23 to M Manufacturing and Issuing a Special Use Permit for an Earth Materials Extraction and Processing Facility and Related Operation*** was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 17-__-___, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the _____ day _____, 2017, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

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

Given under my hand and corporate seal of the City of Marengo on this _____ day of _____, 2017.

_____

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

(SEAL)

#8f

SETTLERS' DAYS

MARENGO, ILLINOIS

P.O. BOX 42
MARENGO, IL 60152

February 16, 2017

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

Re: Settlers' Days 2017
Spring Fling May 18-21, 2017

Dear Mayor Lockhart and Aldermen:

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

City Parking Lot 2, located by the railroad tracks (entire) lot on Thursday, Friday, Saturday, and Sunday, May 18, 19, 20 and 21. The carnival will need to start setting up at approximately 6:00 a.m., or earlier on Thursday morning, so we will need the lot closed on Wednesday evening at midnight as in the past. The carnival will be opening at 4:00 p.m. on Friday, consequently the lot would not need to be completely closed until Friday afternoon. Food concessions for the weekend will be at the west end of the parking lot, access to water hook up will be necessary as in the past.

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

Thank you in advance for your cooperation and support of Settlers' Days. If you should have any questions, please feel free to contact us at 815-568-9000.

Sincerely,

SETTLERS' DAYS, INC.

Ben Broughton
Chairman

BB:pbd

#8g

CITY OF MARENGO

AGENDA COVER MEMORANDUM

MEETING DATE: **February 27, 2017**

ITEM TITLE: **Phosphorous Removal Feasibility Study**

ACTION REQUESTED: **Authorization**

DEPARTMENT HEAD: **Howard Moser, Director of Public Works**

BACKGROUND:

As a condition of the City's current NPDES permit we are required to conduct a phosphorous removal feasibility study. The purpose of the study is to evaluate a timeframe, and construction/O&M costs of reducing phosphorous levels in our effluent discharge to a consistent level of 0.5 mg/L and 0.1 mg/L. This study needs to be completed by September 2017. There are available funds in the Water/WWTP contingency fund that will allow us to have this completed during this fiscal year.

Staff contacted three (3) qualified engineering firms and received three (3) proposals to perform the study with Robinson Engineering providing the lowest responsible bid as demonstrated by the table below:

ENGINEERING FIRM	TOTAL COST
Robinson Engineering	$18,500.00
Trotter and Associates	$38,460.00
HR Green	$50,000.00

RECOMMENDATION:

Staff requests authorization to accept the proposal from Robinson Engineering, 26575 W. Commerce Drive, Suite 512, Volo, IL 60073 in the amount of $18,500.00. Funding for this project will come from the Water & WWTP Contingency fund– (30-59-799.00).

Attachments:

Robinson Engineering Proposal
Trotter & Associates Proposal
HR Green Proposal

HRGreen

Simple Scope Short Form Agreement

Project: Phosphorus Removal Feasibility Study

Project No: 86160338
Phase No(s):
Date: 07/25/16

Client:	City of Marengo
Contact:	Gary Boden
Title:	City Administrator
Address:	132 East Prairie Street
City/State/Zip:	Marengo, IL60152
Phone/Fax No.	(815) 568-7112/(815) 568-7130

The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

Perform a feasibility study that evaluates the timeframe, construction and operation and maintenance (O&M) costs of reducing phosphorus levels in the wastewater treatment plant (WWTP) discharge to a level consistently meeting a limit of 0.5 mg/l and 0.1 mg/l utilizing a range of wastewater treatment technologies. The current NPDES permit for the City's WWTP has a limit of 1.0 mg/l phosphorus in the effluent,. This study is required to be completed within 24 months of the effective date of the NPDES permit (per Special condition 19). The effective date of current NPDES permit is October 1, 2015. The typical scope would include:

- Baseline sampling (soluble and particulate phosphorus, alkalinity, pH, BOD, etc.)
- Investigation of sources of Phosphorus to the system to identify sources for source reduction.
- Desktop alternatives evaluation for achieving 0.5 and 0.1 mg/l phosphorus in WWTP effluent
- Work with vendors to develop capital cost and O&M costs for the alternatives
- Complete report for submission to IEPA.

The CLIENT agrees to pay COMPANY for the above scope of services:

Time & Material, Not to Exceed in the amount of $50,000.00
Assumptions: City to provide sampling data and if required, conduct sampling and analyses to collect additional data for the feasibility staff. Further, HR Green assumes no extensive source identification will be required.

☐ Reimbursable Expenses Included

☐ Subconsultant Services Included

☐ Prepayment Required for Services to Commence

Copy To:

☒ Accounting

☐

TERMS AND CONDITIONS

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

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

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

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

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

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

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

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

harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed $ 10,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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

DRAFT

HR GREEN, INC.
420 N. Front Street, Suite 100
McHenry, IL 60050
815-385-1778

CITY OF MARENGO, ILLINOIS

Accepted by: _____

Printed/
Typed Name: _____

Title: _____

Date: _____

Approved by: _____

Printed/
Typed Name: _____

Title: _____

Date: _____

DRAFT

Robinson
ENGINEERING
Municipal Expertise. Community Commitment.

Paul R. Ruscko, PE
Direct Line: (224) 908-3981
Email: pruscko@reltd.com

February 15, 2017

City of Marengo
Public Works Department
835 West Grant Highway
Marengo, Illinois 60152

Attn: Mr. Howard Moser, Director of Public Works

RE: Proposal for Professional Engineering Services
Phosphorus Removal Feasibility Study

Dear Mr. Moser:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the Phosphorus Removal Feasibility Study for the City's wastewater treatment facility (WWTF). REL appreciates this opportunity to participate in this important project for the City of Marengo. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, and Standard Terms and Conditions. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

The IEPA reissued the NPDES Permit for the City's WWTF in 2015. Special Condition 19 was included in the reissued permit, which states:

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

This purpose of this project is to complete the Phosphorus Removal Feasibility Study for the City. The City will then be able to submit the study to the IEPA within the timeframe specified in the NPDES permit.

2. SCOPE OF SERVICES

A. Project Initiation and Organization Conference Call

REL's first step will be to lead a project initiation conference call to establish a firm foundation for clarifying the key objectives and timeframes established for this project. During this conference call we will (a) confirm the focus and scope of the project; (b) confirm the project schedule, work items, responsibilities and priorities; and (c) identify key project liaisons and establish communication protocols between the City and REL.

B. Data Acquisition and Analysis

The City will provide influent discharge monitoring report (DMR) data, effluent DMR data, chemical data, and sludge data for the WWTF, including but not limited to, flow, BOD, TSS, TP, chemical dosage/usage, and sludge generation/disposal. The City will also provide the Basis of Design and select "as-built" design drawings for the WWTF. The City will take, analyze, and provide the results from a minimum of three (3) influent samples for COD and rbCOD that are to be taken on different days.

REL will analyze and review the influent, effluent, chemical, and sludge data to determine current loading to the WWTF and actual treatment removal performance. We will compare actual WWTF loading and performance against the design assumptions in the Basis of Design. We will evaluate the various constituents of the wastewater and identify any limiting parameters.

C. Alternatives Analysis

Based on the above data gathered and analyzed, REL will review and update the Basis of Design to account for actual loading and treatment performance, along with any revisions to future loading. This will be the starting point for developing Basis of Designs for the reduced phosphorus discharge levels of 0.5 mg/L and 0.1 mg/L.

The main treatment system at the WWTF is the sequencing batch reactors (SBRs). This type of system is meant to be operated in a manner that provides for biological nutrient (i.e. phosphorus and nitrogen) removal. Biological nutrient removal systems are required to have chemical precipitation back-up systems associated with them, so phosphorus can continue to be removed if there is a biological upset. Therefore, the alternatives that will be considered to achieve the reduced phosphorus discharge levels will consist of a combination of biological phosphorus removal and chemical precipitation.

REL will utilize biological nutrient removal capabilities of the SBRs as the basis of the treatment technologies/strategies that can be utilized to achieve the reduced phosphorus levels. Seeing that the WWTF has been fully operational for less than 2-years, it would be hard to justify not utilizing these new facilities to the maximum extent practicable.

For discharge level of 0.5 mg/L evaluate:

- Remove phosphorus biologically to 0.5 mg/L, provide full chemical backup system
- Remove phosphorus biologically to current achievable concentration then utilize chemical to achieve 0.5 mg/L, provide full chemical backup system

For discharge level of 0.1 mg/L evaluate:

- Remove phosphorus biologically to current achievable concentration then utilize chemical and filtration to achieve 0.1 mg/L, provide full chemical backup system
- Remove phosphorus biologically to lowest reasonably achievable concentration then utilize chemical and filtration to achieve 0.1 mg/L, provide full chemical backup system

The alternatives identified above will have varying impacts on clarification/filtration needs, sludge production, chemical needs, etc. Each alternative will identify the improvements needed throughout the WWTF to implement said alternative. REL will develop a preliminary engineer's opinion of probable construction cost, annual operation and maintenance costs, and a list of pros/cons for each alternative. We will also develop the projected sewer rate increase that would be necessary to fund the construction and annual operation and maintenance costs for each alternative. The most feasible alternative for each reduced discharge level will be identified and an exhibit(s) showing the approximate location and size of these improvements will be provided.

D. Phosphorus Removal Feasibility Study

The results of the data analysis and alternatives analysis will be summarized in the study document. A narrative will be provided to explain the data analysis, the alternatives analysis approach, and the considerations taken to reach the conclusion(s). An electronic copy of the draft study will be provided to the City for review and comment. REL will address the any comments received from the City and finalize the study document. Two (2) hardcopies and one (1) electronic copy of the final study will be provided to the City. The City can then submit one (1) hardcopy to the IEPA to comply with the requirements of Special Condition 19 of the NPDES Permit.

3. PAYMENT TERMS

For the above scope of services REL proposes a lump sum fee of $18,500. This fee is based on our understanding of the project and experience with similar projects.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Please let me know how you would like to proceed. Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (224) 908-3981 or email me at pruscko@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,

ROBINSON ENGINEERING, LTD.

Paul R. Ruscko, PE
Senior Project Manager

Enc.

PRR
U:\Ruscko\Proposal\Marengo P Feasibility Study\Marengo_LetterProposal_DetailedScope.docx

Accepted this _____ day of _____, 2017.

By: _____
Signature

_____
Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")

STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIROMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) $1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

TROTTER and ASSOCIATES, INC.
ENGINEERS AND SURVEYORS

February 22, 2017

City of Marengo
835 W. Grant Highway
Marengo, IL 60152

Attn: Howard Moser, Director of Public Works

Re: Wastewater Treatment - Phosphorus Removal Feasibility Study
Professional Services Agreement

Dear Mr. Moser:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the Engineering Services Agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. Otherwise, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Robert Scott Trotter, PE, BCEE
President

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TROTTER and ASSOCIATES, INC.
ENGINEERS AND SURVEYORS

February 22, 2017

City of Marengo
835 W. Grant Highway
Marengo, IL 60152

Attn: Howard Moser, Director of Public Works

Re: Wastewater Treatment – Phosphorus Removal Feasibility Study
Professional Services Letter Agreement and Exhibits

Dear Mr. Moser,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the City of Marengo (CLIENT) for the **Phosphorus Removal Feasibility Study** (hereinafter referred to as the "PROJECT").

PROJECT PURPOSE

The City of Marengo owns and operates a wastewater treatment plant (WWTP) which discharges treated effluent to the Kishwaukee River. The plant was recently expanded, increasing the rated average daily treatment capacity of the plant from 0.9 million gallons per day (MGD) to 1.8 MGD.

The treatment plant includes a 0.9 MGD activated sludge process utilizing a three-ring *Orbal* oxidation ditch and two circular secondary clarifiers. The most recent expansion included construction of three parallel continuous flow-through sequencing batch reactors (SBR's), disc filters, and UV disinfection. The effluent from the previous activated sludge plant is not currently routed to the new filters (which were sized to accommodate only the new 0.9 MGD SBR plant). Effluent from both processes is disinfected by the new UV disinfection system.

The City's National Pollutant Discharge Elimination System (NPDES) discharge permit (IL00207209) for the Marengo WWTP includes numerous special conditions. Special Condition 19 reads:

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

The purpose of this project is to complete the Phosphorus Removal Feasibility Study. The effective date for the Marengo NPDES permit is October 1, 2015. Therefore, this report must be submitted to the Illinois Environmental Protection Agency (IEPA) no later than October 1, 2017.

PROJECT BACKGROUND AND UNDERSTANDING

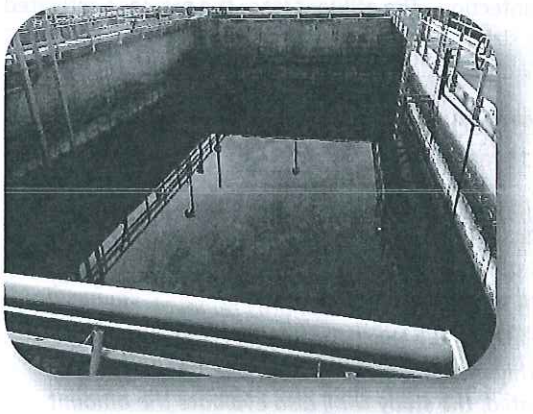
The IEPA regulates the effluent discharge quality of wastewater treatment plants using the National Pollutant Discharge Elimination System (NPDES). In 2004, The IEPA began imposing nutrient removal criteria within the NPDES permits for wastewater treatment facilities proposing expansion. Phosphorus and total nitrogen have been specific nutrients of concern, as they can lead to increased algal growth and eutrophication in receiving waters. Subsequent permit requirements have typically included a limit of 1.0 mg/L for phosphorus and a monitoring requirement for total nitrogen.

The State of Illinois, along with many other states, faces a great deal of uncertainty with respect to nutrient removal regulations. From a national perspective, the number of states with water body nutrient discharge criteria has increased by over 40% since 2008. Closer to home, the IEPA has developed a multi-pronged strategy to nutrient management, including encouraging watershed groups with whom water quality issues are negotiated.

The Marengo Park WWTP currently operates under NPDES Permit No. IL0020729, which has an effective date of October 1, 2015 and an expiration date of September 30, 2020. The permit includes Special Conditions related to nutrient removal. Specifically, Special Condition 19 requires the submission of a *Phosphorus Removal Feasibility Study* within 24 months of the effective date of the permit (prior to October 1, 2017). The purpose of this project is to prepare that study.

The Marengo WWTP includes two biological processes: an activated sludge process (oxidation ditch with secondary clarifiers); and sequencing batch reactors which are followed by tertiary filters. The activated sludge process is not filtered. The effluent from both processes are disinfected using ultraviolet technologies.

Off-line Sequencing Batch Reactor



The SBR's have recently been removed from service due to operational difficulties associated with foaming, inconsistency in biology between the three parallel SBR treatment trains, and inability to consistently comply with the City's NPDES permit requirements on effluent water quality (specifically phosphorus, total nitrogen, and at times ammonia-nitrogen).

Suspended solids concentrations were also found to be high in the SBR effluent; the tertiary disc filters have kept the plant in compliance in respect to total suspended solids.

The current design of the Marengo SBR process includes phosphorus removal by chemical precipitation using ferric chloride. Typically, in an activated sludge process, phosphorus removal chemicals would be added to the liquid treatment train downstream of the aeration tanks and upstream of the secondary clarifiers to facilitate settling of the phosphorus sludge in the clarifiers. For the Marengo SBR process, multiple chemical dosing locations were provided within the design. Because the SBR process does not include separate secondary clarifiers, the ferric chloride must be added in front of the biological process. Addition of chemicals upstream of the headworks was found to blind the new micro-screens, so that practice has been discontinued. Adding the chemical downstream of the micro-screens and upstream of the biological process is a sensitive process, because overdosing can destroy the nitrifying bacteria in the biological process. In any case, the tertiary filters have helped the plant remain generally in compliance with the current effluent limit on phosphorus of 1.0 mg/L.

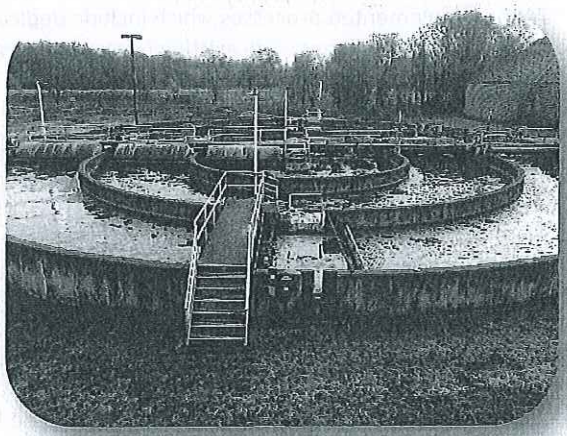
The existing oxidation ditch provides a great deal of operational flexibility. In addition, the ditch can be upgraded to biological nutrient removal through structural and mechanical modifications.

These modifications might include constructing a fourth (outer) ring, rein stalling previously removed surface aerators, changing the number of discs per shaft in each channel, providing means for level control, installing aerator variable speed drives, coupling of shafts to control oxygen levels in each ring independently, ORP and DO probes, and incorporation of a control system designed to sustain nutrient removal. Trotter and Associates designed a very similar plant in East Dundee, IL which has consistently achieved effluent phosphorus limits below 1 mg/L and on a regular basis discharging below 0.5 mg/L without the use of chemical polishing.

The operation of the Marengo WWTP could also be optimized to maximize phosphorus removal while minimizing operating costs. To date, conscientious Marengo operations staff have been able to reduce chemical costs by almost 50 percent through optimization and careful monitoring and control.

Additional optimization of the plant operations might focus on minor improvements to the oxidation ditch to promote biological phosphorus removal. The existing aeration system in the oxidation ditch is in a state of disassembly; some of the aerators have been removed from the ditch and floating aerators have been installed in their place. Reinstalling these drives and optimizing performance by modifying the number of discs per shaft in each channel, drive rotation speeds, number of units operating, and disc submergence can all be manipulated to control dissolved oxygen levels and optimize biological nutrient removal.

Existing Oxidation Ditch



Other operational adjustments that might be considered include:

- Optimization of solids retention time (SRT)
- Increase VFA production
- Minimization of phosphorus recycle from dewatering operations

Oxidation ditches were originally designed as processes that achieved both BOD reduction and nitrification, as well as providing a significant amount of aerobic digestion within the biological process. This was accomplished by designing the overall process around extended aeration and long solids retention times. The BNR process typically functions more efficiently with **shorter solids retention times and higher wasting rates** as the removed phosphorus is a component of the waste sludge produced.

A common approach to implementing BNR is to provide an anaerobic/fermentation basin prior to the oxidation ditch process. TAI has found this approach to be necessary with two-ring oxidation ditches. Three-ring designs such as Marengo can typically achieve BNR without the external basin.

Currently sludge is dewatered using a centrifuge. If BNR is implemented, the City should continue adding alum or ferric chloride to the sludge prior to polymer addition and dewatering. This simple chemical reaction will precipitate the phosphorus so that it is remains as part of the solids in the sludge cake.

This project does not include optimization of the existing plant. The scope of this project is limited to the feasibility study required by the Marengo NPDES permit.

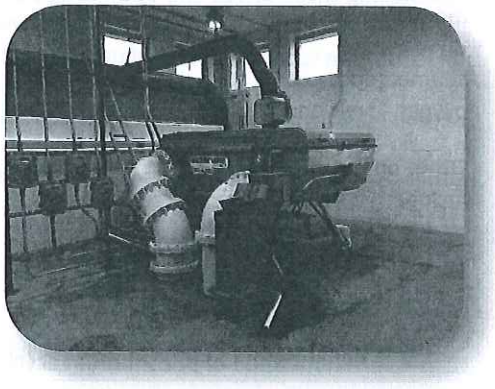
Phosphorus Removal Feasibility Study

The Marengo WWTP currently must meet an effluent phosphorus limit of 1.0 mg/L. The purpose of the feasibility study is to evaluate the methods and costs (capital, operation, and maintenance) of reducing phosphorus levels in the effluent to a level consistently meeting limits of 0.5 mg/L and 0.1 mg/L. The permit requires that Marengo evaluate both biological and chemical phosphorus removal, and/or a combination of the two, to achieve the proposed effluent limits on a monthly, seasonal, and annual average basis.

In order to perform a thorough evaluation, TAI and the City will need to acquire additional laboratory data. The City already tests for influent TSS, BOD_5, NH_3-N, and phosphorus. The additional data will include bCOD, rbCOD, sbCOD, TKN, soluble P and particulate P, in the raw wastewater.

Trotter and Associates has completed feasibility studies as well as implemented a wide variety of phosphorus removal processes. TAI has experience evaluating simultaneous BNR processes, A2O, Bardenpho, UCT, and others. TAI has implemented processes which include dedicated basins to each function, as well as implementation of BNR within oxidation ditches. The existing infrastructure at the Marengo wastewater treatment facility includes a 3-ring oxidation ditch which could be modified for BNR.

Marengo Micro-Screens



TAI's experience with the 3-ring orbal design extends back over 20 years. Between Scott and Bob, this experience includes multi-channel treatment plants in East Dundee, Northern Moraine WRF, McHenry, Elwood, Huntley, Lakewood, Twin Lakes, Pell Lake, and Paddock Lake. We will evaluate the Marengo oxidation ditch's discs and aeration capacity. We will also work with Evoqua (George Smith) to optimize the dissolved oxygen/mixing capabilities in order to validate the BNR design operating from outside-in, similar to the current configuration. In addition, we will evaluate the emerging concept of reversing the flow (inside-out) and introducing recycle flow streams to increase flexibility and operator control.

The ultimate goal will be to develop a process that reliably achieves effluent phosphorus approaching 0.5 mg/L and a TN concentration below 10 mg/L. We have successfully achieved these numbers at similar plants. In combination with the recently installed disc filters at the Marengo WWTP, this should be a reliable, cost-effective, and easy to operate process to reach 0.5 mg/L effluent phosphorus.

However, this concept does not achieve the 0.1 mg/L standard which is a requirement of the NPDES permit. In order to achieve this ultra-low phosphorus level, chemical polishing will be required to ensure that all soluble phosphorus is converted to solids. The ultimate design would include some form of tertiary treatment. In recent studies, TAI has evaluated numerous alternatives and found that the two most viable solutions are either deep bed sand filtration or tertiary membranes. TAI will develop the cost-effective analysis for implementation of these two alternatives. Based the hydraulic profile, either solution will require the incorporation of an effluent pump station.

As part of the Chem-P analysis, TAI will work with the Marengo staff to define Jar Testing procedures, as well as dosing requirements necessary to achieve the proposed effluent phosphorus limits. We will evaluate the use of both ferric chloride and alum for chemical phosphorus removal. Through a work session with Marengo staff, a preferred chemical will be selected for direct comparison to biological phosphorus removal.

TAI will evaluate the impacts of phosphorus removal through chemical addition. The operational chemical cost is not the only impact of Chem-P. Additional fixed solids within the biological process reduce the percentage of

heterotrophs and autotrophs within the MLSS. Therefore, with chemical addition, the City will be forced to maintain a higher MLSS concentration within the oxidation ditch. This has a direct impact on the volume of return activated sludge which must be pumped from the clarifiers to the ditch to maintain the optimal concentrations. The impacts of increased dewatering costs and sludge storage needs due to higher sludge quantities must be considered.

Based on this analysis, TAI will prepare capital and operational costs for each effluent level, along with the associated impact to sewer user rates. This will result in six distinct alternatives for consideration. Ultimately the recommendations should be made as a consensus with City staff and should take into consideration both economic and non-economic factors. The non-economic factors include reliability, flexibility, ease of operation, sustainability, and environmental impacts. These non-economic factors should be incorporated into a decision matrix which will allow the City to select the best-fit alternative.

SCOPE OF SERVICES

Our services will consist of customary civil engineering services described below.

1. Phosphorus Feasibility Study

1.1. Project Kick-off Meeting

Hold a project kick-off meeting with City staff to confirm objectives, establish a work-plan, review needed background data, and discuss jar testing procedures.

1.2. Collect and Review Background Data

Collect and review background data including residential and non-residential customer base, existing City ordinances, treatment plant influent and effluent characteristics and data, plant operating and maintenance budgets and expenses, and sewer user rate structure.

1.3. Coordinate Laboratory Testing and Jar Testing

Analyze and interpret jar testing data to determine the most efficient chemical, dosing amounts, and injection locations. Prepare a design memo summarizing implementation costs and other factors.

1.4. Develop Alternatives for 0.5 mg/L and 0.1 mg/L Phosphorus Limits

Through the use of a work session, develop and discuss alternative processes to address pending phosphorus limits of 0.5 mg/L and 0.1 mg/L. This will include both biological and chemical treatment alternatives.

1.5. Develop Chemical Phosphorus Removal Alternative

Develop alternatives for achieving chemical phosphorus removal to 0.5 mg/L and 0.1 mg/L on monthly, seasonal, and annual average bases. Include timeframe, probable construction costs, and probable operating and maintenance costs.

1.6. Develop Biological Phosphorus Removal Alternative

Develop alternatives for achieving biological phosphorus removal to 0.5 mg/L and 0.1 mg/L on monthly, seasonal, and annual average bases. Include timeframe, probable construction costs, and probable operating and maintenance costs.

1.6.1. Develop model of existing facility utilizing EnviroSim's BioWin™ software for calibration utilizing actual plant data.

1.6.2. Through a work session, discuss alternative processes, and select BPR process for evaluation.

1.6.3. Develop BPR/BNR model utilizing BioWin™ software for the selected alternative and prepare an implementation and operation cost estimate for that alternative.

1.6.4. Prepare a design memo summarizing implementation costs and non-economic factors.

1.7. Prepare Costs for Alternatives

Develop opinions of probable capital, operating, and maintenance costs for each alternative.

1.8. Prepare Draft Phosphorus Feasibility Study

Summarize the findings and recommendations of the phosphorus feasibility study into a draft report for City review and comment.

1.9. Finalize Phosphorus Feasibility Study Report

Incorporate City review comments on the draft report and present the final report.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

PROJECT SCHEDULE

The following schedule is based on a start date of March 6, 2016. The completion date at 26 weeks is September 1, 2017. Special Condition 19 of the NPDES permit requires that the final report be submitted to the IEPA by October 1, 2017 (within 24 months of the Effective Date of the permit).

City of Marengo
Phosphorus Removal Feasibility Study
Project Schedule

MONTH (start date: March 6, 2017)	MARCH				APRIL				MAY					JUNE				JULY				AUGUST				
TASK/WEEK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
PHOSPHORUS FEASIBILITY STUDY																										
Project Kick-off Meeting																										
Collect and Review Background Data																										
Coordinate Laboratory Testing and Jar Testing																										
Develop Alternatives for 1.0, 0.5, and 0.1 mg/L																										
Develop Chem-P Alternative																										
Develop Bio-P Alternative																										
Prepare Costs for Alternatives																										
Prepare Draft Phosphorus Feasibility Study																										
Village Review of Draft Feasibility Study Report																										
Finalize Phosphorus Feasibility Study Report																										

COMPENSATION

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached as Exhibit B.

The total compensation for services is estimated to be $38,460.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or

invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

CONTENTS OF AGREEMENT

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City of Marengo:

_____

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

132 East Prairie Street
Marengo, Illinois 60152

Designated Representative: Howard Moser

Title: Director of Public Works

Phone Number: 815.568.2669

Facsimile Number: 815.568.0569

E-Mail Address: hmoser@cityofmarengo.com

Trotter and Associates, Inc.:

_____

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

Designated Representative: Robert Scott Trotter

Title: President

Phone Number: 630.587.0470

Facsimile Number: 630.587.0475

E-Mail Address: s.trotter@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

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CLIENT Initial _____

TAI Initial _____

TROTTER and ASSOCIATES, INC.
ENGINEERS AND SURVEYORS

EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement

B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.

C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services.

ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating

systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth below:

1. Workers Compensation & Employer's Liability
   a. Each Occurrence: $1,000,000

2. General Liability
   a. Each Occurrence: $1,000,000
   b. General Aggregate: $2,000,000

3. Excess or Umbrella Liability
   a. Each Occurrence: $5,000,000
   b. General Aggregate: $5,000,000

4. Automobile Liability
   a. Combined Single Limit (Bodily Injury and Property Damage): Each Accident $1,000,000

5. Professional Liability
   a. Each Occurrence: $2,000,000
   b. General Aggregate: $2,000,000

B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project. (NOT REQUIRED, SEE EXHIBIT C – SUPPLEMENTAL CONDITION I).

C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____

TROTTER and ASSOCIATES, INC.
ENGINEERS AND SURVEYORS

EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

2017 Schedule of Hourly Rates

Classification	Billing Rate
Senior Project Manager	$214.00
Project Manager	$189.00
Professional Land Surveyor	$179.00
Project Coordinator	$179.00
Senior Project Engineer	$179.00
Engineer Level IV	$166.00
Engineer Level III	$149.00
Engineer Level II	$130.00
Engineer Level I	$110.00
Engineering Intern	$51.00
Senior Technician	$155.00
Technician Level IV	$134.00
Technician Level III	$122.00
Technician Level II	$109.00
Technician Level I	$96.00
Clerical Level II	$75.00
Clerical Level I	$63.00
Survey Crew Chief	$151.00
Survey Technician Level II	$80.00
Survey Technician Level I	$65.00
Prevailing Wage Survey Foreman**	$181.00
Prevailing Wage Survey Worker**	$176.00
Sub Consultants	Cost Plus 5%

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

2017 Reimbursable Expenses

Item	Unit	Unit Price
Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	$0.29
Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	$0.27
Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	$0.25
Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	$0.23
Mylar Engineering Copies up to 24" by 36"	Each	$8.00
Color Presentation Grade Large Format Print	Sq. Ft.	$5.15
Comb Binding > 120 Sheets	Each	$4.75
Comb Binding < 120 Sheets	Each	$3.50
Binding Strips (Engineering Plans)	Each	$1.00
5 Mil Laminating	Each	$1.25
Copy 11" x 17" - Color	Each	$0.50
Copy 11" x 17" - Black and White	Each	$0.25
Copy 8.5" x 11" - Color	Each	$0.25
Copy 8.5" x 11" - Black and White	Each	$0.12
Recorded Documents	Each	$25.00
Plat Research		Time and Material
Per Diem	Each Day	$30.00
Field / Survey Truck	Each Day	$45.00
Postage and Freight		Cost
Mileage	Per Mile	Federal Rate

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CLIENT Initial _____

TAI Initial _____

TROTTER and ASSOCIATES, INC.
ENGINEERS AND SURVEYORS

EXHIBIT C
SUPPLEMENTAL CONDITIONS

****

I. The provisions of Article 6.05 – Insurance, Paragraph B of the Standard and Terms and Conditions related to Client insurance do not apply to this Professional Services Agreement for wastewater planning.

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EXHIBIT D
CONTRACT ADDENDUM (EXAMPLE)

Project Name: _____

Project No. _____

Addendum No._____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

1.

2.

3.

CONTRACT SUMMARY

Original Contract Amount	$_____
Changes Prior to This Change	$_____
Amount of This Change	$_____
Revised Contract Amount:	$_____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:	ENGINEER:
[ ]	TROTTER AND ASSOCIATES, INC.
SIGNED:	
_____	_____
_____	_____
TITLE	TITLE

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#8h

AGENDA SUPPLEMENT

To: **Mayor and City Council**

From: **Jennifer Snelten, Finance/HR Director**

For: **February 27, 2017 Regular City Council Meeting**

Re: **Third Quarter FY 2016/17 Budget Report**

General Fund – Revenue:

Property Tax – trending close to projections at 99.8% with all distributions received

State Tax – trending slightly lower than expected at 73.92%; all revenue sources meet or exceed projections except for income tax with 9 payments equaling $545,690 or 69.95% of annual projections; when factoring in the next 3 payments listed on the IDOR website, total receipts will fall short by $52,000; we are closely monitoring the IML analysis and forecasting of state income tax revenue and adjusting local projections accordingly for FY 2017-18

Utility Tax – trending lower than expected at 67.11%; the January electricity payment was received in early February and puts us right on target at 75.44%, gas receipts are well below target but the payments to be received in the next quarter are expected to be higher as they cover the winter months, and telephone taxes are still trending about 5% low

Fees, Licenses, & Permits – these are somewhat higher as expected at 78.85% due to the collection of liquor license and vehicle permit payments in the first quarter, and the bulk of building permits issued during the warmer months

Other – these receipts are inflated by two grant payments totaling $114,088 for the lighting upgrades that were done last fiscal year and will be offset by a payment of the same amount to the contractor in February

Total General Fund revenue for the third quarter was $3,353.861, representing 85.28% of the projected annual revenue; this is down 0.01% compared to the same period last year.

General Fund – Expenses:

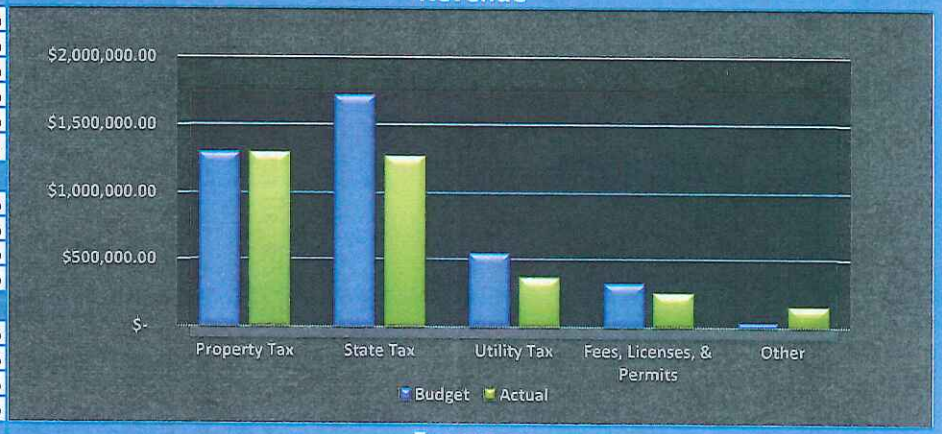
Administration Department – overall expenses are trending 3.99% higher than expected at 78.99%; personnel expenses are up due to higher than projected liability insurance premiums; equipment, supplies & services are up due to a higher than projected sales tax rebate; and contracted services are higher with $22,822 in engineering services for the interchange design due to be reimbursed by the county

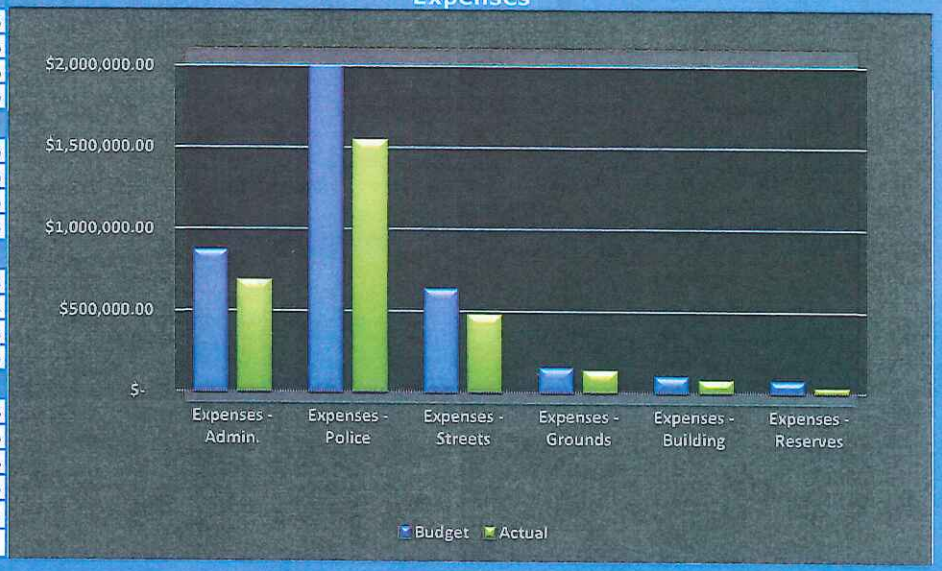
Police Department – combined expenses are trending right on target at 74.43%; personnel is only slightly below target with the savings of the sergeants vacancy offset by a large severance payment, and overtime-sworn exceeding projections by about 8.5%; contracted services are high at 87.34%, with elevated legal services, and dispatch services at 89.09% due to the transition to McHenry and related costs to move infrastructure and per-call billing for the first three months

CITY OF MARENGO
GENERAL FUND

FY 2016-17 THIRD QUARTER BUDGET REPORT TARGET: 75%

Revenue	Budget	Actual	%
Property Tax	$1,301,218.00	$1,298,579.95	99.80%
State Tax	$1,719,624.00	$1,271,153.66	73.92%
Utility Tax	$549,000.00	$368,411.69	67.11%
Fees, Licenses, & Permits	$326,100.00	$257,139.70	78.85%
Other	$36,901.00	$158,576.12	429.73%
Total Revenue	**$ 3,932,843.00**	**$3,353,861.12**	**85.28%**
Expenses - Admin.	Budget	Actual	%
Personnel	$632,218.00	$487,721.13	77.14%
Equipment, Supplies & Svcs	$118,450.00	$96,692.48	81.63%
Contracted Services	$123,950.00	$106,470.48	85.90%
Total	$ 874,618.00	$ 690,884.09	78.99%
Expenses - Police	Budget	Actual	%
Personnel	$1,755,961.00	$1,289,466.25	73.43%
Equipment, Supplies & Services	$153,800.00	$109,556.88	71.23%
Contracted Services	$173,000.00	$151,092.40	87.34%
Total	$ 2,082,761.00	$ 1,550,115.53	74.43%
Expenses - Streets	Budget	Actual	%
Personnel	$433,531.00	$321,756.02	74.22%
Equipment, Supplies & Services	$198,650.00	$158,372.82	79.72%
Contracted Services	$5,000.00	$2,625.04	52.50%
Total	$ 637,181.00	$ 482,753.88	75.76%
Expenses - Grounds	Budget	Actual	%
Personnel	$19,737.00	$4,876.28	24.71%
Equipment, Supplies & Services	$80,972.00	$83,505.46	103.13%
Contracted Services	$55,000.00	$50,596.00	91.99%
Total	$ 155,709.00	$ 138,977.74	89.25%
Expenses - Building	Budget	Actual	%
Personnel	$82,429.00	$53,924.31	65.42%
Equipment, Supplies & Services	$10,800.00	$7,912.69	73.27%
Contracted Services	$11,000.00	$19,053.51	173.21%
Total	$ 104,229.00	$ 80,890.51	77.61%
Expenses - Reserves	Budget	Actual	%
Transfer to Retirement Fund	$0.00	$29,000.00	0.00%
Transfer to Police Pension Fund	$0.00	$0.00	0.00%
Contingency Funds	$78,000.00	$6,875.00	8.81%
Total	$ 78,000.00	$ 35,875.00	45.99%
Total Expenses	**$ 3,932,498.00**	**$ 2,979,496.75**	**75.77%**
Revenue Less Expenses	**$ 345.00**	**$ 374,364.37**	

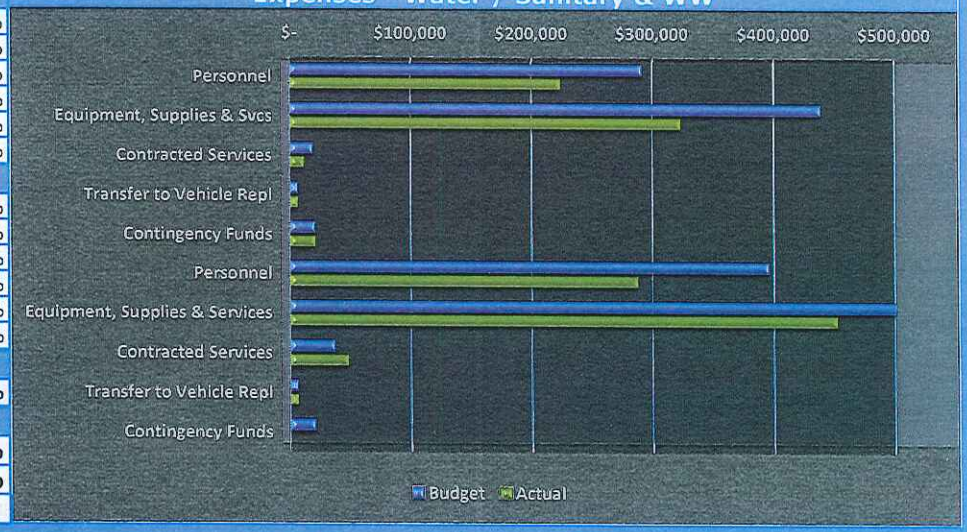




CITY OF MARENGO
WATER/SEWER FUND

FY 2016-17 THIRD QUARTER BUDGET REPORT TARGET: 75%

Revenue - Water	Budget	Actual	%
Supply & Distribution	$513,275.00	$407,678.91	79.43%
Debt Service	$326,000.00	$211,061.55	64.74%
Connections	$1,500.00	$2,423.88	161.59%
Meter Sales	$1,500.00	$1,092.07	72.80%
Other	$2,500.00	$2,278.78	91.15%
Total	**$844,775.00**	**$624,535.19**	73.93%
Expenses - Water	**Budget**	**Actual**	**%**
Personnel	$289,859.00	$222,881.86	76.89%
Equipment, Supplies & Svcs	$437,501.00	$321,819.20	73.56%
Contracted Services	$18,750.00	$11,779.31	62.82%
Transfer to Vehicle Repl	$6,500.00	$6,500.00	100.00%
Contingency Funds	$20,500.00	$21,013.80	102.51%
Total	**$773,110.00**	**$583,994.17**	75.54%
Revenue Less Expenses	**Budget**	**Actual**	**%**
Total	**$71,665.00**	**$40,541.02**	**56.57%**
Revenue - Sanitary & WW	**Budget**	**Actual**	**%**
Collection & Treatment	$701,475.00	$468,029.16	66.72%
Debt Service	$217,200.00	$199,829.77	92.00%
Connections	$1,500.00	$5,366.74	357.78%
Meter Sales	$1,500.00	$984.07	65.60%
Other	$2,000.00	$5,725.00	286.25%
Total	**$923,675.00**	**$679,934.74**	73.61%
Expenses - Sanitary & WW	**Budget**	**Actual**	**%**
Personnel	$393,892.00	$286,723.20	72.79%
Equipment, Supplies & Services	$544,794.00	$452,430.42	83.05%
Contracted Services	$36,750.00	$47,806.51	130.09%
Transfer to Vehicle Repl	$6,500.00	$6,500.00	100.00%
Contingency Funds	$20,500.00	$0.00	0.00%
Total	**$1,002,436.00**	**$793,460.13**	79.15%
Revenue Less Expenses	**Budget**	**Actual**	**%**
Total	**($78,761.00)**	**($113,525.39)**	**144.14%**
Combined Totals	**Budget**	**Actual**	**%**
Revenue	**$1,768,450.00**	**$1,304,469.93**	**73.76%**
Expenses	**$1,775,546.00**	**$1,377,454.30**	**77.58%**
Revenue Less Expenses	**($7,096.00)**	**($72,984.37)**	



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CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
	GENERAL CORPORATE FUND REVENUE																	
	REVENUE REVENUE																	
01-301-00	PROPERTY TAX - CORPORATE	--	444,180	0	236,480	3,831	13,965	176,579	5,099	6,969	0	0	0	0	0	442,924.02	1,255.98	99.72
01-301-03	PROPERTY TAX - ESDA	--	2,270	0	1,211	20	72	905	26	36	0	0	0	0	0	2,268.95	1.05	99.95
01-301-04	PROPERTY TAX - GARBAGE	--	96	0	0	0	0	0	0	0	0	0	0	0	0	0.00	96.00	0.00
01-301-05	PROPERTY TAX - STREET LIGHTING	--	50,764	0	27,027	438	1,596	20,181	583	796	0	0	0	0	0	50,621.67	142.33	99.72
01-301-06	PROPERTY TAX - IMRF	--	73,657	0	39,214	635	2,316	29,281	846	1,156	0	0	0	0	0	73,447.00	210.00	99.71
01-301-07	PROPERTY TAX - SOCIAL SECURITY	--	107,045	0	56,992	923	3,366	42,556	1,229	1,679	0	0	0	0	0	106,744.65	300.35	99.72
01-301-08	PROPERTY TAX - LIABILITY INSURANCE	--	62,165	0	33,100	536	1,955	24,716	714	975	0	0	0	0	0	61,996.23	168.77	99.73
01-301-09	PROPERTY TAX - UNEMPLOYMENT INS	--	5,613	0	2,990	48	177	2,233	64	88	0	0	0	0	0	5,599.90	13.10	99.77
01-301-10	PROPERTY TAX - WORKMAN'S COMP INS	--	71,445	0	38,037	616	2,246	28,403	820	1,121	0	0	0	0	0	71,243.78	201.22	99.72
01-301-14	PROPERTY TAX - ROAD & BRIDGE	--	82,849	0	44,936	747	3,006	32,470	1,036	1,465	0	0	0	0	0	83,659.70	-810.70	100.98
01-301-15	PROPERTY TAX - STREET & BRIDGE	--	96	0	0	0	0	0	0	0	0	0	0	0	0	0.00	96.00	0.00
01-301-47	PROPERTY TAX - POLICE PROTECTION	--	401,038	0	213,602	3,460	12,614	159,497	4,606	6,295	0	0	0	0	0	400,074.05	963.95	99.76
01-303-00	STATE USE TAX	--	179,728	13,145	15,446	15,045	14,640	16,511	13,141	14,325	14,726	16,061	0	0	0	133,039.00	46,689.00	74.02
01-304-00	STATE SALES TAX	--	650,000	45,070	61,241	51,657	53,105	64,962	48,908	62,582	62,582	55,827	0	0	0	505,935.64	144,064.36	77.84
01-305-00	STATE INCOME TAX	--	780,096	47,832	178,330	0	49,864	112,607	0	45,267	66,892	44,897	0	0	0	545,689.53	234,406.47	69.95
01-306-00	STATE VIDEO GAMING TAX	--	55,000	6,439	0	12,098	5,750	6,011	5,109	5,642	6,039	5,409	0	0	0	52,496.71	2,503.29	95.45
01-307-00	UTILITY TAX - ELECTRICITY	--	250,000	18,416	16,887	21,293	24,372	27,416	26,008	19,011	17,599	0	0	0	0	171,002.33	78,997.67	68.40
01-307-01	UTILITY TAX - GAS	--	105,000	0	0	21,121	6,782	3,708	3,611	4,583	8,152	12,687	0	0	0	60,643.45	44,356.55	57.76
01-307-03	UTILITY TAX - TELEPHONE	--	194,000	14,999	16,098	15,350	15,452	15,245	15,122	14,930	14,925	14,645	0	0	0	136,765.91	57,234.09	70.50
01-308-00	PLANNING COMMISSION APPLICATION FE	--	1,000	0	0	0	0	1,000	0	0	0	0	0	0	0	1,000.00	0.00	100.00
01-308-01	DEVELOPMENT FEES	--	4,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	4,000.00	0.00
01-308-10	NEW CITY HALL FUND CONTRIBUTION	--	0	265	0	0	0	0	0	0	0	0	0	0	0	265.00	-265.00	0.00
01-308-15	RECREATION FUND CONTRIBUTION	--	0	100	0	0	0	0	0	0	0	0	0	0	0	100.00	-100.00	0.00
01-309-00	STATE REPLACEMENT TAX	--	39,000	6,117	0	6,650	774	0	6,049	0	1,610	5,982	0	0	0	27,181.05	11,818.95	69.69
01-309-14	MARENGO TOWNSHIP ROAD & BRIDGE	--	7,500	2,683	0	1,303	0	152	1,186	0	315	1,172	0	0	0	6,811.73	688.27	90.82
01-320-00	LIQUOR LICENSES	--	42,000	29,950	6,750	0	50	6,150	0	0	0	0	0	0	0	42,900.00	-900.00	102.14
01-320-01	VENDING MACHINES & GAMES	--	3,200	3,100	0	0	0	0	0	0	0	0	0	0	0	3,100.00	100.00	96.88
01-320-03	CABLE TV FRANCHISE/TOWER RENT	--	72,200	17,240	348	348	17,579	0	716	17,264	358	358	0	0	0	54,211.16	17,988.84	75.08
01-320-04	VIDEO SERVICE FRANCHISE FEES	--	8,300	2,254	0	2,178	0	0	0	2,080	0	2,078	0	0	0	8,589.70	-289.70	103.49
01-320-05	SCAVENGER LICENSES	--	1,400	1,400	0	0	0	0	0	0	0	0	0	0	0	1,400.00	0.00	100.00
01-330-00	PERMITS - BUILDING	--	34,000	12,853	2,545	2,454	6,084	2,060	2,309	1,655	910	294	0	0	0	31,163.49	2,836.51	91.66
01-330-01	PERMITS - OTHER	--	200	50	0	60	0	100	30	0	0	0	0	0	0	240.00	-40.00	120.00
01-330-17	PERMITS - VEHICLE	--	55,000	5,735	11,360	16,511	14,381	2,403	558	628	513	20	0	0	0	52,109.00	2,891.00	94.74
01-340-00	COURT FINES	--	80,000	4,348	6,450	4,964	8,892	3,976	4,658	5,173	6,413	3,639	0	0	0	48,512.26	31,487.74	60.64
01-340-01	PARKING FINES	--	8,000	725	1,400	375	875	475	325	425	100	350	0	0	0	5,050.00	2,950.00	63.13
01-340-02	OTHER FINES-PROSECUTION FEES	--	9,000	520	862	488	511	555	419	645	485	570	0	0	0	5,054.09	3,945.91	56.16
01-340-03	DRUG FINES	--	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00
01-340-04	MUNICIPAL ORDINANCE FINES	--	6,500	750	900	0	50	175	450	600	0	175	0	0	0	3,100.00	3,400.00	47.69
01-340-06	ADM PROCESSING FEES	--	1,500	60	100	60	40	0	60	0	20	120	0	0	0	460.00	1,040.00	30.67

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
01-345-00	SIDEWALK & STREET CUT DEPOSITS	--	0	0	4,500	-3,500	0	-1,500	0	0	0	0	0	0	0	-500.00	500.00	0.00
01-361-00	SECURITY ALARMS	--	100	0	0	0	0	0	0	0	0	0	0	0	0	0.00	100.00	0.00
01-370-00	RENTAL	--	0	0	0	0	0	0	0	0	0	75	0	0	0	75.00	-75.00	0.00
01-373-00	INTEREST	--	1,200	58	69	80	77	85	93	106	89	77	0	0	0	733.01	466.99	61.08
01-380-03	POLICE DEPARTMENT GRANT REVENUE	--	2,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,500.00	0.00
01-380-20	GRANT REVENUE	--	6,701	0	0	0	0	6,701	0	0	0	0	0	0	0	6,701.00	0.00	100.00
01-380-25	GRANT REVENUE - LIGHTING UPGRADES	--	0	0	0	0	0	0	5,501	108,588	0	0	0	0	0	114,088.46	-114,088.46	0.00
01-381-01	DETAIL OFFICER PAY REIMBURSEMENT	--	1,300	0	0	0	0	0	0	0	1,136	0	0	0	0	1,135.59	164.41	87.35
01-381-02	FIRE & POLICE COMMISSION REVENUE	--	2,700	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,700.00	0.00
01-390-03	DONATIONS - POLICE	--	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-392-00	MISC. RECEIPTS	--	5,000	21,794	261	316	400	132	336	115	188	173	0	0	0	23,715.34	-18,715.34	474.31
01-392-01	PACE TOWNSHIP RECEIPTS	--	13,000	958	958	958	958	958	958	958	958	958	0	0	0	8,622.00	4,378.00	66.32
01-392-02	ELEVATOR INSPECTION RECEIPTS	--	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-392-06	SURPLUS PROPERTY PROCEEDS	--	2,000	0	3,641	0	0	0	0	0	0	0	0	0	0	3,640.72	-1,640.72	182.04
01-392-07	UNCLAIMED EVIDENCE PROCEEDS	--	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00
01-392-08	FINGERPRINT FEES	--	500	25	25	50	0	25	50	25	25	25	0	0	0	250.00	250.00	50.00
01-392-09	IMPOUND FEES	--	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,000.00	0.00
01-392-10	GRAVEL PIT TIPPING FEES	--	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00
*TOTAL	REVENUE REVENUE	--	3,932,843	256,886	1,021,760	181,113	261,947	786,727	150,619	325,183	204,035	165,592	0	0	0	3,353,861.12	578,981.88	85.28
**TOTAL	GENERAL CORPORATE FUND REVENUE	--	3,932,843	256,886	1,021,760	181,113	261,947	786,727	150,619	325,183	204,035	165,592	0	0	0	3,353,861.12	578,981.88	85.28
	GENERAL CORPORATE FUND EXPENDITURES																	
	ADMINISTRATION DEPARTMENT																	
	PERSONNEL																	
01-51-400.20	SALARY - FULL TIME	305,280	254,400	19,261	19,327	19,327	19,327	28,991	19,327	19,666	19,812	22,494	0	0	0	187,534.08	66,865.92	73.72
01-51-400.26	SALARY-ELECTED/APPOINTED OFFICIALS	58,272	48,560	3,517	4,117	3,650	3,650	3,850	3,650	3,650	3,650	3,650	0	0	0	33,383.40	15,176.60	68.75
01-51-400.61	SALARY - OVERTIME	1,200	1,000	21	0	21	38	63	254	390	298	108	0	0	0	1,194.47	-194.47	119.45
01-51-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	80,914	67,428	5,315	5,384	6,673	5,315	4,714	6,093	6,281	4,995	4,897	0	0	0	49,666.95	17,761.05	73.66
01-51-403.06	I.M.R.F. - CITY SHARE	35,596	29,663	2,248	2,254	2,256	2,258	3,388	2,283	2,339	2,345	2,531	0	0	0	21,901.81	7,761.19	73.84
01-51-403.07	S.S./MEDICARE - CITY SHARE	27,811	23,176	1,666	1,715	1,682	1,684	2,403	1,705	1,741	1,745	1,934	0	0	0	16,274.61	6,901.39	70.22
01-51-408.00	LIABILITY INSURANCE	92,821	77,351	1,890	0	0	0	0	0	0	83,503	0	0	0	0	85,393.00	-8,042.00	110.40
01-51-408.01	WORKER'S COMPENSATION INS	97,253	81,044	13,463	6,732	6,732	6,732	4,336	6,732	6,732	7,320	7,308	0	0	0	66,084.73	14,959.27	81.54
01-51-408.02	UNEMPLOYMENT INSURANCE	27,781	23,151	0	0	1,319	-47	0	318	-67	0	457	0	0	0	1,979.31	21,171.69	8.55
01-51-429.01	EXPENSES - CITY OFFICIALS	1,200	1,000	0	17	42	0	30	125	0	0	15	0	0	0	228.99	771.01	22.90
01-51-429.03	EXPENSES - PLANNING COMMISSION	1,200	1,000	23	35	17	0	19	18	14	18	12	0	0	0	155.15	844.85	15.52
01-51-430.00	TRAINING	2,400	2,000	0	0	390	0	0	1,611	0	0	0	0	0	0	2,001.30	-1.30	100.07
01-51-435.05	SAFETY COMMITTEE INITIATIVES	8,041	6,701	111	0	0	0	0	4,892	1,270	114	0	0	0	0	6,387.44	313.56	95.32
01-51-443.00	DUES, MEMBERSHIPS	6,600	5,500	1,596	1,906	5	534	0	137	930	0	311	0	0	0	5,419.57	80.43	98.54
01-51-479.00	TRANSFER TO 27TH PAYROLL FUND	8,744	8,744	8,744	0	0	0	0	0	0	0	0	0	0	0	8,744.00	0.00	100.00
01-51-480.05	CITY ADMINISTRATOR EXPENSES	1,800	1,500	0	35	42	45	30	167	981	37	35	0	0	0	1,372.32	127.68	91.49
*TOTAL	PERSONNEL	756,913	632,218	57,855	41,522	42,157	39,536	47,824	47,312	43,928	123,836	43,752	0	0	0	487,721.13	144,496.87	77.14

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
	EQUIPMENT, SUPPLIES & SERVICES																	
01-51-504.00	DIRECT DEPOSIT FEES	216	180	15	15	15	15	15	15	15	15	15	0	0	0	135.00	45.00	75.00
01-51-510.01	CAPITAL - BUILDING IMPROVEMENTS	1,200	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-51-512.00	MAINTENANCE - EQUIPMENT	4,200	3,500	181	142	122	337	301	135	112	376	97	0	0	0	1,802.17	1,697.83	51.49
01-51-523.00	TELEPHONE	10,800	9,000	824	823	1,477	675	423	1,008	778	675	457	0	0	0	7,141.28	1,858.72	79.35
01-51-523.01	WEBSITE HOSTING & MAINTENANCE	2,400	2,000	0	0	0	350	0	0	0	121	0	0	0	0	471.00	1,529.00	23.55
01-51-529.04	EXPENSES - E.S.D.A.	3,000	2,500	0	0	1,750	0	0	0	0	0	0	0	0	0	1,750.00	750.00	70.00
01-51-531.00	SUBSCRIPTIONS	600	500	8	8	8	139	8	8	8	8	8	0	0	0	202.91	297.09	40.58
01-51-532.00	POSTAGE	6,600	5,500	717	380	680	0	250	633	0	0	846	0	0	0	3,506.08	1,993.92	63.75
01-51-533.00	LEGAL PRINTING, ADVERTISING	1,800	1,500	0	0	102	354	0	0	0	0	0	0	0	0	455.80	1,044.20	30.39
01-51-533.02	PRINTING - MISC.	8,400	7,000	1,122	0	1,320	0	0	954	574	53	919	0	0	0	4,942.56	2,057.44	70.61
01-51-533.03	FILING OF DOCUMENTS	1,200	1,000	107	-80	41	122	0	50	0	40	0	0	0	0	280.00	720.00	28.00
01-51-565.01	SUPPLIES - OFFICE	6,600	5,500	1,458	278	208	324	260	457	445	352	249	0	0	0	4,031.98	1,468.02	73.31
01-51-580.00	MISC - CITY FUNCTION EXPENSE	300	250	0	0	0	0	0	108	24	0	210	0	0	0	342.15	-92.15	136.86
01-51-580.03	MISC. - COMMUNITY FUNCTIONS	330	275	0	0	0	0	0	0	0	81	0	0	0	0	80.60	194.40	29.31
01-51-580.04	MISCELLANEOUS - CITY OFFICE	1,200	1,000	0	0	56	55	38	0	92	0	0	0	0	0	241.00	759.00	24.10
01-51-581.00	SALES TAX REBATE	59,544	49,620	27,545	0	0	0	0	0	24,540	0	0	0	0	0	52,084.63	-2,464.63	104.97
01-51-588.00	CONTRACT PAYMENT	4,800	4,000	269	416	269	269	416	269	269	269	269	0	0	0	2,712.57	1,287.43	67.81
01-51-588.01	CONTRACT PAYMENT - PACE	26,550	22,125	1,835	1,835	1,835	1,835	1,835	1,835	1,835	1,835	1,835	0	0	0	16,512.75	5,612.25	74.63
01-51-594.00	NEW EQUIPMENT	2,400	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,000.00	0.00
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	142,140	118,450	34,080	3,816	7,882	4,475	3,546	5,471	28,693	3,825	4,905	0	0	0	96,692.48	21,757.52	81.63
	CONTRACTED SERVICES																	
01-51-636.00	SERVICES - ENGINEERING	48,000	40,000	1,916	6,677	2,011	7,196	3,395	2,385	0	475	1,688	0	0	0	25,743.30	14,256.70	64.36
01-51-636.01	SERVICES - ENG./INTERCHANGE DESIGN	0	0	0	41,675	9,586	-46,602	3,115	13,817	0	0	1,231	0	0	0	22,822.38	-22,822.38	0.00
01-51-637.00	SERVICES - LEGAL	85,200	71,000	8,600	12,855	5,428	6,013	4,225	-1,381	0	8,908	3,465	0	0	0	48,112.53	22,887.47	67.76
01-51-638.00	SERVICES - PROFESSIONAL - TIF	4,500	3,750	0	0	0	0	0	0	0	0	3,500	0	0	0	3,500.00	250.00	93.33
01-51-638.01	SERVICES - OTHER PROFESSIONAL	6,000	5,000	1,522	641	475	525	431	435	475	475	475	0	0	0	5,453.50	-453.50	109.07
01-51-638.02	SERVICES - DRUG/ALCOHOL TESTING	240	200	0	0	0	0	0	0	0	0	0	0	0	0	0.00	200.00	0.00
01-51-688.04	CONTRACT - UTILITY AUDIT	4,800	4,000	56	56	0	393	67	67	67	67	67	0	0	0	838.77	3,161.23	20.97
*TOTAL	CONTRACTED SERVICES	148,740	123,950	12,093	61,903	17,500	-32,476	11,233	15,324	542	9,925	10,426	0	0	0	106,470.48	17,479.52	85.90
**TOTAL	ADMINISTRATION DEPARTMENT	1,047,793	874,618	104,029	107,241	67,540	11,535	62,603	68,107	73,162	137,586	59,083	0	0	0	690,884.09	183,733.91	78.99
	POLICE DEPARTMENT																	
	PERSONNEL																	
01-52-400.00	SALARY - FULL TIME	104,273	86,894	6,544	6,602	6,602	6,602	9,902	6,602	6,716	6,765	6,765	0	0	0	63,098.24	23,795.76	72.62
01-52-400.02	SALARY - FULL TIME - SWORN	1,331,808	1,109,840	83,220	87,136	130,658	77,407	120,899	80,484	81,773	83,321	85,808	0	0	0	830,706.18	279,133.82	74.85
01-52-400.05	SALARY - PART TIME	25,010	20,842	2,185	317	0	0	2,912	2,610	2,758	326	1,278	0	0	0	12,386.04	8,455.96	59.43
01-52-400.61	SALARY - OVERTIME	300	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00
01-52-400.62	SALARY - OVERTIME - SWORN	138,000	115,000	9,115	10,040	9,836	5,799	18,404	11,626	13,460	3,638	14,156	0	0	0	96,074.57	18,925.43	83.54
01-52-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	323,690	269,742	21,108	23,608	21,700	17,144	17,174	19,210	19,245	17,997	21,433	0	0	0	178,618.93	91,123.07	66.22

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
01-52-403.06	I.M.R.F. - CITY SHARE	12,158	10,132	763	770	770	770	1,155	770	783	789	758	0	0	0	7,326.11	2,805.89	72.31
01-52-403.07	S.S./MEDICARE - CITY SHARE	122,353	101,961	7,286	7,518	10,851	6,468	11,034	7,373	7,632	7,728	7,864	0	0	0	73,755.56	28,205.44	72.34
01-52-429.05	EXPENSES - FIRE & POLICE COMMISSION	7,200	6,000	0	1,417	0	0	266	0	0	720	375	0	0	0	2,777.75	3,222.25	46.30
01-52-430.00	TRAINING	18,000	15,000	2,121	1,706	121	2,361	1,407	115	775	0	1,260	0	0	0	9,866.78	5,133.22	65.78
01-52-443.00	DUES	3,360	2,800	1,525	1,280	0	-1,115	0	12	300	505	0	0	0	0	2,507.00	293.00	89.54
01-52-469.00	UNIFORM ALLOWANCE	21,000	17,500	12,135	0	0	0	214	0	0	0	0	0	0	0	12,349.09	5,150.91	70.57
*TOTAL	PERSONNEL	2,107,152	1,755,961	146,002	140,394	180,539	115,435	183,368	128,801	133,442	121,790	139,696	0	0	0	1,289,466.25	466,494.75	73.43
	EQUIPMENT, SUPPLIES & SERVICES																	
01-52-510.00	MAINTENANCE - BUILDING	6,000	5,000	0	150	77	77	77	92	385	955	77	0	0	0	1,891.24	3,108.76	37.82
01-52-511.00	MAINTENANCE - VEHICLES	10,800	0	972	2,975	830	1,273	293	1,208	1,056	860	-4,548	0	0	0	4,919.56	-4,919.56	0.00
01-52-512.00	MAINTENANCE - EQUIPMENT	14,400	12,000	296	296	296	697	2,694	40	50	50	50	0	0	0	4,469.96	7,530.04	37.25
01-52-523.00	TELEPHONE	48,000	40,000	2,788	2,791	5,110	1,837	3,150	1,625	919	279	2,246	0	0	0	20,744.99	19,255.01	51.86
01-52-524.00	COPIER	4,320	3,600	254	253	274	263	260	258	264	259	256	0	0	0	2,340.18	1,259.82	65.00
01-52-532.00	POSTAGE	1,800	1,500	0	397	0	18	272	55	0	0	125	0	0	0	866.77	633.23	57.78
01-52-545.00	ADMINISTRATIVE EXPENSES	2,400	2,000	101	78	56	1,591	-1,551	101	101	48	141	0	0	0	666.40	1,333.60	33.32
01-52-565.02	SUPPLIES - OPERATING	12,000	10,000	1,881	660	846	691	640	468	734	519	955	0	0	0	7,393.13	2,606.87	73.93
01-52-566.00	GAS AND OIL	38,400	32,000	1,710	1,837	1,901	2,054	1,861	1,813	1,643	0	4,111	0	0	0	16,929.29	15,070.71	52.90
01-52-579.00	TRANSFER TO VEHICLE REPL FUND	20,000	20,000	20,000	0	0	0	0	0	0	0	0	0	0	0	20,000.00	0.00	100.00
01-52-580.01	MISCELLANEOUS - DONATION PROCEEDS	1,200	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-52-594.00	NEW EQUIPMENT - VEHICLES	0	0	0	0	0	0	26,944	0	0	-26,944	0	0	0	0	0.00	0.00	0.00
01-52-594.01	NEW EQUIPMENT - OTHER	5,000	0	0	0	0	0	0	2,604	0	0	0	0	0	0	2,603.98	-2,603.98	0.00
01-52-594.02	BUILDING ADDITION PAYMENT	32,040	26,700	0	0	13,366	0	0	0	0	0	13,366	0	0	0	26,731.38	-31.38	100.12
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	196,360	153,800	28,002	9,436	22,755	8,501	34,641	8,264	5,152	-23,974	16,778	0	0	0	109,556.88	44,243.12	71.23
	CONTRACTED SERVICES																	
01-52-637.00	SERVICES - LEGAL	57,600	48,000	4,413	3,912	6,028	4,824	3,908	3,955	4,570	3,837	4,286	0	0	0	39,732.16	8,267.84	82.78
01-52-688.00	SERVICES - DISPATCH	150,000	125,000	0	0	40,991	10,728	27,455	10,728	10,728	0	10,728	0	0	0	111,360.24	13,639.76	89.09
*TOTAL	CONTRACTED SERVICES	207,600	173,000	4,413	3,912	47,019	15,552	31,364	14,683	15,298	3,837	15,014	0	0	0	151,092.40	21,907.60	87.34
**TOTAL	POLICE DEPARTMENT	2,511,112	2,082,761	178,417	153,742	250,313	139,488	249,372	151,749	153,892	101,653	171,489	0	0	0	1,550,115.53	532,645.47	74.43
	STREET DEPARTMENT																	
	PERSONNEL																	
01-53-400.05	SALARY - FULL TIME	310,872	259,060	19,888	19,887	20,159	20,118	30,692	20,249	20,878	20,989	21,176	0	0	0	194,035.64	65,024.36	74.90
01-53-400.61	SALARY - OVERTIME	30,000	25,000	457	529	736	2,594	47	3,298	23	7,466	3,706	0	0	0	18,855.48	6,144.52	75.42
01-53-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	106,043	88,369	7,033	6,755	7,033	7,033	8,570	6,821	7,262	7,062	6,778	0	0	0	64,346.86	24,022.14	72.82
01-53-403.06	I.M.R.F. - CITY SHARE	39,745	33,121	2,372	2,380	2,436	2,648	3,584	2,746	2,437	3,318	2,787	0	0	0	24,708.60	8,412.40	74.60
01-53-403.07	S.S./MEDICARE - CITY SHARE	26,077	21,731	1,409	1,405	1,452	1,575	2,102	1,650	1,447	2,011	1,765	0	0	0	14,814.87	6,916.13	68.17
01-53-430.00	TRAINING	1,200	1,000	35	0	0	0	0	0	66	0	306	0	0	0	407.10	592.90	40.71
01-53-438.02	PRE-EMPLOYMENT TESTING	300	250	0	0	148	0	0	0	198	0	0	0	0	0	345.75	-95.75	138.30
01-53-469.00	UNIFORM ALLOWANCE	6,000	5,000	511	782	380	356	544	469	462	357	381	0	0	0	4,241.72	758.28	84.83

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
*TOTAL	PERSONNEL	520,237	433,531	31,705	31,738	32,344	34,324	45,539	35,232	32,773	41,202	36,899	0	0	0	321,756.02	111,774.98	74.22
	EQUIPMENT, SUPPLIES & SERVICES																	
01-53-511.00	MAINTENANCE - VEHICLES	18,000	15,000	285	772	50	1,653	3,641	1,724	105	825	3,113	0	0	0	12,167.60	2,832.40	81.12
01-53-512.00	MAINTENANCE - EQUIPMENT	12,000	10,000	47	38	648	2,384	280	574	24	15	181	0	0	0	4,191.42	5,808.58	41.91
01-53-513.01	STREET SIGNS	3,000	2,500	0	110	248	120	0	130	255	0	0	0	0	0	863.31	1,636.69	34.53
01-53-514.00	SIDEWALKS - MAINTENANCE	3,600	3,000	0	0	0	0	258	309	0	283	266	0	0	0	1,115.75	1,884.25	37.19
01-53-514.01	SIDEWALKS - 50/50 PROGRAM	2,400	2,000	0	0	0	277	168	372	0	0	0	0	0	0	816.71	1,183.29	40.84
01-53-523.00	TELEPHONE	6,600	5,500	419	499	429	422	428	430	292	335	448	0	0	0	3,703.07	1,796.93	67.33
01-53-525.00	NEW STORM SEWERS	1,800	1,500	0	0	0	280	256	0	704	178	0	0	0	0	1,418.13	81.87	94.54
01-53-527.00	STREET LIGHTING	93,600	78,000	6,535	6,627	6,549	6,648	6,487	6,576	13,063	6,059	6,397	0	0	0	64,941.20	13,058.80	83.26
01-53-527.01	STREET LIGHTS	3,600	3,000	0	0	0	2,893	0	0	0	0	1,200	0	0	0	4,093.37	-1,093.37	136.45
01-53-528.00	RENTAL	300	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00
01-53-532.00	POSTAGE	480	400	0	0	0	0	0	0	0	0	0	0	0	0	0.00	400.00	0.00
01-53-566.00	GAS, OIL, PETROLEUM PRODUCTS	16,800	14,000	442	457	609	504	544	375	646	0	2,570	0	0	0	6,147.99	7,852.01	43.91
01-53-567.00	SUPPLIES - MAINTENANCE	7,200	6,000	247	768	11	0	1,015	401	94	128	258	0	0	0	2,920.49	3,079.51	48.67
01-53-567.01	SUPPLIES - OFFICE	600	500	14	0	30	284	0	0	36	17	35	0	0	0	416.73	83.27	83.35
01-53-579.00	TRANSFER TO VEHICLE REPL FUND	55,000	55,000	55,000	0	0	0	0	0	0	0	0	0	0	0	55,000.00	0.00	100.00
01-53-593.00	SMALL TOOLS & EQUIPMENT	2,400	2,000	106	69	0	0	-11	59	123	0	230	0	0	0	577.05	1,422.95	28.85
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	227,380	198,650	63,095	9,339	8,575	15,466	13,066	10,951	15,342	7,841	14,698	0	0	0	158,372.82	40,277.18	79.72
	CONTRACTED SERVICES																	
01-53-636.00	SERVICES - ENGINEERING	1,200	1,000	0	0	0	0	0	0	0	500	0	0	0	0	500.00	500.00	50.00
01-53-638.01	SERVICES - OTHER PROFESSIONAL	4,800	4,000	150	0	400	1,540	0	0	35	0	0	0	0	0	2,125.04	1,874.96	53.13
*TOTAL	CONTRACTED SERVICES	6,000	5,000	150	0	400	1,540	0	0	35	500	0	0	0	0	2,625.04	2,374.96	52.50
**TOTAL	STREET DEPARTMENT	753,617	637,181	94,950	41,077	41,319	51,329	58,606	46,183	48,149	49,543	51,597	0	0	0	482,753.88	154,427.12	75.76
	PUBLIC GROUNDS, WORKS & BEAUTIFICATION																	
	PERSONNEL																	
01-54-400.10	SALARY - PART TIME	22,001	18,334	710	474	496	393	406	0	0	1,979	212	0	0	0	4,670.42	13,663.58	25.47
01-54-403.07	S.S./MEDICARE - CITY SHARE	1,684	1,403	54	36	38	30	31	0	0	0	16	0	0	0	205.86	1,197.14	14.67
*TOTAL	PERSONNEL	23,685	19,737	765	510	534	423	437	0	0	1,979	228	0	0	0	4,876.28	14,860.72	24.71
	EQUIPMENT, SUPPLIES & SERVICES																	
01-54-510.00	MAINTENANCE - BUILDINGS	7,200	6,000	0	140	226	1,799	147	198	73	73	530	0	0	0	3,186.51	2,813.49	53.11
01-54-512.00	MAINTENANCE - EQUIPMENT	1,200	1,000	0	0	188	1,724	455	36	22	457	70	0	0	0	2,952.38	-1,952.38	295.24
01-54-515.00	MAINTENANCE - GROUNDS	2,400	2,000	0	100	200	350	250	0	1,482	0	0	0	0	0	2,382.25	-382.25	119.11
01-54-516.00	MAINTENANCE - PARKING LOT	2,400	2,000	6,010	0	0	0	0	0	0	0	0	0	0	0	6,010.00	-4,010.00	300.50
01-54-518.00	MAINTENANCE - ELEVATOR	3,600	3,000	1,938	247	336	0	247	0	0	256	0	0	0	0	3,023.43	-23.43	100.78
01-54-526.03	UTILITIES - OTHER	9,000	7,500	415	191	197	417	266	112	196	312	75	0	0	0	2,181.48	5,318.52	29.09
01-54-567.00	SUPPLIES - MAINTENANCE	1,200	1,000	66	59	45	102	0	98	579	43	0	0	0	0	993.19	6.81	99.32

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
01-54-567.01	SUPPLIES - BEAUT/REFORESTATION	600	500	0	0	0	0	65	0	0	160	0	0	0	0	224.80	275.20	44.96
01-54-588.04	TREE TRIMMING & STUMP REMOVAL	12,000	10,000	5,710	3,205	0	2,625	3,185	0	1,750	0	0	0	0	0	16,474.00	-6,474.00	164.74
01-54-588.07	FORESTRY EXPENSES	12,000	10,000	0	0	145	0	0	0	9,800	0	0	0	0	0	9,945.00	55.00	99.45
01-54-592.00	SPENCER PARK MAINTENANCE	2,400	2,000	0	0	0	0	0	600	200	0	0	0	0	0	799.55	1,200.45	39.98
01-54-593.00	SMALL TOOLS & EQUIPMENT	600	500	0	0	0	57	0	0	0	105	0	0	0	0	161.73	338.27	32.35
01-54-594.04	DOWNTOWN STREETSCAPING	3,000	2,500	0	0	576	0	0	0	0	0	2,147	0	0	0	2,722.20	-222.20	108.89
01-54-594.06	LAND ACQUISITION	39,566	32,972	16,224	0	0	0	0	0	16,224	0	0	0	0	0	32,448.94	523.06	98.41
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	97,166	80,972	30,364	3,942	1,913	7,074	4,615	1,044	30,326	1,406	2,822	0	0	0	83,505.46	-2,533.46	103.13
	CONTRACTED SERVICES																	
01-54-688.05	SERVICES - MOWING	66,000	55,000	7,916	7,916	9,316	8,366	8,716	8,366	0	0	0	0	0	0	50,596.00	4,404.00	91.99
01-54-688.07	SERVICES - PROFESSIONAL CLEANING	9,288	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00
*TOTAL	CONTRACTED SERVICES	75,288	55,000	7,916	7,916	9,316	8,366	8,716	8,366	0	0	0	0	0	0	50,596.00	4,404.00	91.99
**TOTAL	PUBLIC GROUNDS, WORKS & BEAUTIFICA	196,139	155,709	39,044	12,369	11,763	15,863	13,768	9,410	30,326	3,385	3,050	0	0	0	138,977.74	16,731.26	89.25
	BUILDING DEPARTMENT																	
	PERSONNEL																	
01-55-400.05	SALARY - FULL TIME	66,263	55,219	4,195	4,195	4,195	4,195	6,293	17,172	0	0	0	0	0	0	40,245.60	14,973.40	72.88
01-55-400.61	SALARY - OVERTIME	0	0	0	0	0	0	0	20	0	0	0	0	0	0	19.67	-19.67	0.00
01-55-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	17,996	14,997	1,176	1,176	1,176	1,176	1,014	1,377	-1,326	5	5	0	0	0	5,776.47	9,220.53	38.52
01-55-403.06	I.M.R.F. - CITY SHARE	7,727	6,439	489	489	489	489	734	2,005	0	0	0	0	0	0	4,694.93	1,744.07	72.91
01-55-403.07	S.S./MEDICARE - CITY SHARE	5,069	4,224	297	297	297	297	445	1,315	0	0	0	0	0	0	2,946.46	1,277.54	69.76
01-55-430.00	TRAINING	1,200	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-55-443.00	DUES, MEMBERSHIPS	300	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00
01-55-469.00	UNIFORM ALLOWANCE	360	300	241	0	0	0	0	0	0	0	0	0	0	0	241.18	58.82	80.39
*TOTAL	PERSONNEL	98,915	82,429	6,398	6,157	6,157	6,157	8,486	21,888	-1,326	5	5	0	0	0	53,924.31	28,504.69	65.42
	EQUIPMENT, SUPPLIES & SERVICES																	
01-55-511.00	MAINTENANCE - VEHICLES	960	800	377	228	0	0	0	222	0	0	0	0	0	0	827.08	-27.08	103.39
01-55-512.00	MAINTENANCE - EQUIPMENT	300	250	0	0	0	0	16	-1	70	0	0	0	0	0	84.61	165.39	33.84
01-55-523.00	TELEPHONE	4,560	3,800	338	327	307	383	349	332	517	484	469	0	0	0	3,504.65	295.35	92.23
01-55-529.00	EXPENSES	300	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00
01-55-531.00	SUBSCRIPTIONS/BOOKS	360	300	0	0	0	0	0	0	0	0	0	0	0	0	0.00	300.00	0.00
01-55-532.00	POSTAGE	360	300	0	100	0	0	25	0	0	0	25	0	0	0	150.00	150.00	50.00
01-55-565.00	SUPPLIES	1,440	1,200	45	345	86	56	64	121	73	0	120	0	0	0	909.81	290.19	75.82
01-55-566.00	GAS, OIL, PETROLEUM PRODUCTS	900	750	27	50	63	29	60	23	28	0	0	0	0	0	279.95	470.05	37.33
01-55-588.00	CONTRACT PAYMENT	3,000	2,500	208	208	208	208	208	208	208	208	208	0	0	0	1,872.27	627.73	74.89
01-55-593.00	SMALL TOOLS & EQUIPMENT	180	150	0	0	0	0	0	0	0	0	0	0	0	0	0.00	150.00	0.00
01-55-594.00	NEW EQUIPMENT	600	500	0	0	0	284	0	0	0	0	0	0	0	0	284.32	215.68	56.86
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	12,960	10,800	996	1,258	663	960	721	905	895	692	822	0	0	0	7,912.69	2,887.31	73.27

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
	CONTRACTED SERVICES																	
01-55-638.00	SERVICES - BLDG. INSPECTION	7,200	6,000	1,040	640	480	525	0	595	0	0	280	0	0	0	3,560.00	2,440.00	59.33
01-55-638.02	SERVICES - OTHER PROFESSIONAL	6,000	5,000	150	220	710	360	170	640	3,659	6,318	3,267	0	0	0	15,493.51	-10,493.51	309.87
*TOTAL	CONTRACTED SERVICES	13,200	11,000	1,190	860	1,190	885	170	1,235	3,659	6,318	3,547	0	0	0	19,053.51	-8,053.51	173.21
**TOTAL	BUILDING DEPARTMENT	125,075	104,229	8,584	8,275	8,010	8,002	9,377	24,028	3,228	7,014	4,374	0	0	0	80,890.51	23,338.49	77.61
	RESERVES																	
	EXPENSES																	
01-59-779.07	TRANSFER TO RETIREMENT FUND	0	0	0	0	0	29,000	0	0	0	0	0	0	0	0	29,000.00	-29,000.00	0.00
01-59-799.00	CONTINGENCY FUNDS	93,600	78,000	0	0	0	0	0	0	0	6,875	0	0	0	0	6,875.00	71,125.00	8.81
*TOTAL	EXPENSES	93,600	78,000	0	0	0	29,000	0	0	0	6,875	0	0	0	0	35,875.00	42,125.00	45.99
**TOTAL	RESERVES	93,600	78,000	0	0	0	29,000	0	0	0	6,875	0	0	0	0	35,875.00	42,125.00	45.99
***TOTAL	GENERAL CORPORATE FUND EXPENDITU	4,727,336	3,932,498	425,025	322,703	378,945	255,217	393,725	299,477	308,757	306,056	289,593	0	0	0	2,979,496.75	953,001.25	75.77
TOTAL	REVENUE LESS EXPENDITURES	4,727,336	345	-168,139	699,057	-197,832	6,730	393,002	-148,858	16,426	-102,021	-124,001	0	0	0	374,364.37	-374,019.37	108,511.41
	AUDIT FUND REVENUE																	
	REVENUE REVENUE																	
02-301-00	PROPERTY TAX - AUDIT	--	16,491	0	8,779	142	518	6,555	189	259	0	0	0	0	0	16,442.69	48.31	99.71
02-373-00	INTEREST	--	0	0	0	0	0	0	0	0	0	0	0	0	0	0.25	-0.25	0.00
*TOTAL	REVENUE REVENUE	--	16,491	0	8,779	142	518	6,555	189	259	0	0	0	0	0	16,442.94	48.06	99.71
**TOTAL	AUDIT FUND REVENUE	--	16,491	0	8,779	142	518	6,555	189	259	0	0	0	0	0	16,442.94	48.06	99.71
	AUDIT FUND EXPENDITURES																	
	EXPENSES																	
02-00-735.00	SERVICES - ACCOUNTING	19,800	16,500	0	0	0	0	17,000	0	0	0	0	0	0	0	17,000.00	-500.00	103.03
*TOTAL	EXPENSES	19,800	16,500	0	0	0	0	17,000	0	0	0	0	0	0	0	17,000.00	-500.00	103.03
***TOTAL	AUDIT FUND EXPENDITURES	19,800	16,500	0	0	0	0	17,000	0	0	0	0	0	0	0	17,000.00	-500.00	103.03
TOTAL	REVENUE LESS EXPENDITURES	19,800	-9	0	8,779	142	518	-10,445	189	259	0	0	0	0	0	-557.06	548.06	6,189.56
	SINKING FUND - 27TH PAYROLL REVENUE																	
	REVENUE REVENUE																	
04-391-01	TRANSFER FROM GENERAL FUND	--	8,744	8,744	0	0	0	0	0	0	0	0	0	0	0	8,744.00	0.00	100.00
04-391-30	TRANSFER FROM WATER/SEWER FUND	--	2,513	2,526	0	0	0	0	0	0	0	0	0	0	0	2,526.00	-13.00	100.52
*TOTAL	REVENUE REVENUE	--	11,257	11,270	0	0	0	0	0	0	0	0	0	0	0	11,270.00	-13.00	100.12
**TOTAL	SINKING FUND - 27TH PAYROLL REVENUE	--	11,257	11,270	0	0	0	0	0	0	0	0	0	0	0	11,270.00	-13.00	100.12
TOTAL	REVENUE LESS EXPENDITURES	--	11,257	11,270	0	0	0	0	0	0	0	0	0	0	0	11,270.00	-13.00	100.12

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
	SINKING FUND - POLICE DEPT VEHICLES REVENUE																	
	REVENUE REVENUE																	
05-391-01	TRANSFER FROM GENERAL FUND	--	20,000	20,000	0	0	0	0	0	0	0	0	0	0	0	20,000.00	0.00	100.00
*TOTAL	REVENUE REVENUE	--	20,000	20,000	0	0	0	0	0	0	0	0	0	0	0	20,000.00	0.00	100.00
**TOTAL	SINKING FUND - POLICE DEPT VEHICLES I	--	20,000	20,000	0	0	0	0	0	0	0	0	0	0	0	20,000.00	0.00	100.00
	SINKING FUND - POLICE DEPT VEHICLES EXPENDITURES																	
	POLICE DEPARTMENT																	
	EXPENSES																	
05-52-794.00	NEW EQUIPMENT - VEHICLES	31,200	26,000	0	0	0	0	0	0	0	26,944	0	0	0	0	26,944.00	-944.00	103.63
*TOTAL	EXPENSES	31,200	26,000	0	0	0	0	0	0	0	26,944	0	0	0	0	26,944.00	-944.00	103.63
**TOTAL	POLICE DEPARTMENT	31,200	26,000	0	0	0	0	0	0	0	26,944	0	0	0	0	26,944.00	-944.00	103.63
***TOTAL	SINKING FUND - POLICE DEPT VEHICLES I	31,200	26,000	0	0	0	0	0	0	0	26,944	0	0	0	0	26,944.00	-944.00	103.63
TOTAL	REVENUE LESS EXPENDITURES	31,200	-6,000	20,000	0	0	0	0	0	0	-26,944	0	0	0	0	-6,944.00	944.00	115.73
	SINKING FUND - PUBLIC WORKS VEHICLES REVENUE																	
	REVENUE REVENUE																	
06-391-01	TRANSFER FROM GENERAL FUND	--	55,000	55,000	0	0	0	0	0	0	0	0	0	0	0	55,000.00	0.00	100.00
*TOTAL	REVENUE REVENUE	--	55,000	55,000	0	0	0	0	0	0	0	0	0	0	0	55,000.00	0.00	100.00
**TOTAL	SINKING FUND - PUBLIC WORKS VEHICLE	--	55,000	55,000	0	0	0	0	0	0	0	0	0	0	0	55,000.00	0.00	100.00
TOTAL	REVENUE LESS EXPENDITURES	--	55,000	55,000	0	0	0	0	0	0	0	0	0	0	0	55,000.00	0.00	100.00
	SINKING FUND - RETIREMENT REVENUE																	
	REVENUE REVENUE																	
07-391-01	TRANSFER FROM GENERAL FUND	--	0	0	0	0	29,000	0	0	0	0	0	0	0	0	29,000.00	-29,000.00	0.00
*TOTAL	REVENUE REVENUE	--	0	0	0	0	29,000	0	0	0	0	0	0	0	0	29,000.00	-29,000.00	0.00
**TOTAL	SINKING FUND - RETIREMENT REVENUE	--	0	0	0	0	29,000	0	0	0	0	0	0	0	0	29,000.00	-29,000.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	--	0	0	0	0	29,000	0	0	0	0	0	0	0	0	29,000.00	-29,000.00	0.00
	POLICE PENSION FUND REVENUE																	
	REVENUE REVENUE																	
10-301-00	PROPERTY TAX - POLICE PENSION	--	263,085	0	140,066	2,269	8,272	104,587	3,020	4,128	0	0	0	0	0	262,342.47	742.53	99.72
10-373-00	INTEREST	--	84,000	8,381	16,531	4,867	2,632	3,638	1,645	6,214	16,178	6,937	0	0	0	67,021.95	16,978.05	79.79
10-373-01	GNMA RECEIPTS	--	77,937	0	4,684	1	1	8,582	1	23,691	36,982	0	0	0	0	73,943.30	3,993.70	94.88
10-391-00	TRANSFER OF EMPLOYEE CONTRIBUTION	--	107,407	8,213	8,263	7,819	7,507	11,254	3,754	7,541	7,647	7,689	0	0	0	69,686.13	37,720.87	64.88
*TOTAL	REVENUE REVENUE	--	532,429	16,594	169,544	14,956	18,412	128,062	8,419	41,574	60,807	14,626	0	0	0	472,993.85	59,435.15	88.84
**TOTAL	POLICE PENSION FUND REVENUE	--	532,429	16,594	169,544	14,956	18,412	128,062	8,419	41,574	60,807	14,626	0	0	0	472,993.85	59,435.15	88.84

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
	POLICE PENSION FUND EXPENDITURES																	
	EXPENSES																	
10-00-707.00	PENSION BENEFITS EXPENSE	378,038	315,032	26,054	26,054	26,054	31,459	31,459	31,459	31,459	31,459	31,459	0	0	0	266,914.77	48,117.23	84.73
10-00-780.00	MANAGEMENT FEES	15,600	13,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	13,000.00	0.00
10-00-780.02	MISCELLANEOUS	19,890	16,575	635	1,857	650	5,040	650	650	1,941	4,401	1,300	0	0	0	17,123.71	-548.71	103.31
10-00-780.04	ACTUARIAL FEES	2,280	1,900	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,900.00	0.00
*TOTAL	EXPENSES	415,808	346,507	26,689	27,911	26,704	36,499	32,109	32,109	33,400	35,860	32,759	0	0	0	284,038.48	62,468.52	81.97
***TOTAL	POLICE PENSION FUND EXPENDITURES	415,808	346,507	26,689	27,911	26,704	36,499	32,109	32,109	33,400	35,860	32,759	0	0	0	284,038.48	62,468.52	81.97
TOTAL	REVENUE LESS EXPENDITURES	415,808	185,922	-10,095	141,633	-11,748	-18,087	95,953	-23,689	8,174	24,947	-18,132	0	0	0	188,955.37	-3,033.37	101.63
	P.D. DRUG & ALCOHOL AWARENESS FUND REVENUE																	
	REVENUE REVENUE																	
18-392-00	MISC. RECEIPTS	--	100	650	188	0	1,960	142	0	600	0	0	0	0	0	3,539.67	-3,439.67	3,539.67
*TOTAL	REVENUE REVENUE	--	100	650	188	0	1,960	142	0	600	0	0	0	0	0	3,539.67	-3,439.67	3,539.67
**TOTAL	P.D. DRUG & ALCOHOL AWARENESS FUNI	--	100	650	188	0	1,960	142	0	600	0	0	0	0	0	3,539.67	-3,439.67	3,539.67
	P.D. DRUG & ALCOHOL AWARENESS FUND EXPENDITURES																	
	EXPENSES																	
18-00-780.00	DRUG & ALCOHOL AWARENESS/ENFORCI	1,440	1,200	365	120	0	272	440	0	0	0	0	0	0	0	1,196.80	3.20	99.73
*TOTAL	EXPENSES	1,440	1,200	365	120	0	272	440	0	0	0	0	0	0	0	1,196.80	3.20	99.73
***TOTAL	P.D. DRUG & ALCOHOL AWARENESS FUNI	1,440	1,200	365	120	0	272	440	0	0	0	0	0	0	0	1,196.80	3.20	99.73
TOTAL	REVENUE LESS EXPENDITURES	1,440	-1,100	285	68	0	1,688	-298	0	600	0	0	0	0	0	2,342.87	-3,442.87	-212.99
	POLICE DEPARTMENT DRUG FORFEITURE FUND REVENUE																	
	REVENUE REVENUE																	
19-373-00	INTEREST	--	3	1	1	2	2	2	2	2	2	2	0	0	0	14.07	-11.07	469.00
19-392-00	MISC. RECEIPTS	--	500	0	0	13,393	0	0	0	0	399	0	0	0	0	13,791.40	-13,291.40	2,758.28
*TOTAL	REVENUE REVENUE	--	503	1	1	13,395	2	2	2	2	400	2	0	0	0	13,805.47	-13,302.47	2,744.63
**TOTAL	POLICE DEPARTMENT DRUG FORFEITURE	--	503	1	1	13,395	2	2	2	2	400	2	0	0	0	13,805.47	-13,302.47	2,744.63
	POLICE DEPARTMENT DRUG FORFEITURE FUND EXPENDITURES																	
	EXPENSES																	
19-00-780.00	DRUG ENFORCEMENT	600	500	0	0	0	0	3,525	0	0	356	7,404	0	0	0	11,285.00	-10,785.00	2,257.00
*TOTAL	EXPENSES	600	500	0	0	0	0	3,525	0	0	356	7,404	0	0	0	11,285.00	-10,785.00	2,257.00
***TOTAL	POLICE DEPARTMENT DRUG FORFEITURE	600	500	0	0	0	0	3,525	0	0	356	7,404	0	0	0	11,285.00	-10,785.00	2,257.00
TOTAL	REVENUE LESS EXPENDITURES	600	3	1	1	13,395	2	-3,523	2	2	44	-7,402	0	0	0	2,520.47	-2,517.47	84,015.67

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
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	MOTOR FUEL TAX FUND REVENUE																	
	REVENUE REVENUE																	
20-306-00	STATE PAYMENT	--	198,083	17,405	17,286	10,901	17,498	24,994	14,668	16,980	17,300	18,143	0	0	0	155,175.64	42,907.36	78.34
20-373-00	INTEREST	--	750	43	42	47	51	54	60	70	47	51	0	0	0	464.90	285.10	61.99
20-373-01	INTEREST REBATE - 2010 BONDS	--	21,746	10,545	0	0	0	0	0	10,534	0	0	0	0	0	21,078.70	667.30	96.93
*TOTAL	REVENUE REVENUE	--	220,579	27,994	17,328	10,948	17,548	25,048	14,728	27,583	17,348	18,194	0	0	0	176,719.24	43,859.76	80.12
**TOTAL	MOTOR FUEL TAX FUND REVENUE	--	220,579	27,994	17,328	10,948	17,548	25,048	14,728	27,583	17,348	18,194	0	0	0	176,719.24	43,859.76	80.12
	MOTOR FUEL TAX FUND EXPENDITURES																	
	EXPENSES																	
20-00-713.01	STREET PROGRAM	30,000	25,000	0	444	855	1,681	0	0	1,966	1,626	0	0	0	0	6,570.85	18,429.15	26.28
20-00-714.00	ROAD SAFETY MATERIALS	84,000	70,000	0	0	0	0	634	0	0	0	4,740	0	0	0	5,373.57	64,626.43	7.68
20-00-736.00	SERVICES - ENGINEERING	60,000	50,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	50,000.00	0.00
20-00-787.00	DEBT SERVICE PAYMENT	152,400	127,000	33,410	0	0	0	0	0	92,358	0	0	0	0	0	125,767.50	1,232.50	99.03
20-00-787.01	PROSPECT STREET SHORTAGE	42,000	35,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	35,000.00	0.00
*TOTAL	EXPENSES	368,400	307,000	33,410	444	855	1,681	634	0	94,323	1,626	4,740	0	0	0	137,711.92	169,288.08	44.86
***TOTAL	MOTOR FUEL TAX FUND EXPENDITURES	368,400	307,000	33,410	444	855	1,681	634	0	94,323	1,626	4,740	0	0	0	137,711.92	169,288.08	44.86
TOTAL	REVENUE LESS EXPENDITURES	368,400	-86,421	-5,416	16,884	10,094	15,868	24,414	14,728	-66,740	15,722	13,454	0	0	0	39,007.32	-125,428.32	-45.14
	RETAINED PERSONNEL FUND REVENUE																	
	REVENUE REVENUE																	
22-373-00	INTEREST	--	0	16	15	16	16	15	15	14	15	15	0	0	0	136.79	-136.79	0.00
*TOTAL	REVENUE REVENUE	--	0	16	15	16	16	15	15	14	15	15	0	0	0	136.79	-136.79	0.00
**TOTAL	RETAINED PERSONNEL FUND REVENUE	--	0	16	15	16	16	15	15	14	15	15	0	0	0	136.79	-136.79	0.00
TOTAL	REVENUE LESS EXPENDITURES	--	0	16	15	16	16	15	15	14	15	15	0	0	0	136.79	-136.79	0.00
	WATER AND SEWER FUND REVENUE																	
	WATER REVENUE REVENUE																	
30-250-00	SUPPLY & DISTRIBUTION	--	513,275	47,648	48,875	44,957	43,738	43,126	46,662	45,001	44,991	42,680	0	0	0	407,678.91	105,596.09	79.43
30-250-01	DEBT SERVICE	--	326,000	10,592	10,689	21,885	27,782	26,852	28,389	27,579	28,162	29,133	0	0	0	211,061.55	114,938.45	64.74
30-252-01	CONNECTIONS	--	1,500	2,424	0	0	0	0	0	0	0	0	0	0	0	2,423.88	-923.88	161.59
30-255-01	METER SALES	--	1,500	348	0	582	0	0	108	0	54	0	0	0	0	1,092.07	407.93	72.80
30-273-00	INTEREST	--	500	38	27	31	33	32	36	25	25	31	0	0	0	278.78	221.22	55.76
30-292-00	MISC. RECEIPTS	--	2,000	150	300	100	300	100	350	450	150	100	0	0	0	2,000.00	0.00	100.00
*TOTAL	WATER REVENUE REVENUE	--	844,775	61,199	59,892	67,555	71,853	70,110	75,545	73,055	73,382	71,944	0	0	0	624,535.19	220,239.81	73.93

CITY OF MARENGO
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	SANITARY/WASTEWATER REVENUE REVENUE																	
30-451-00	COLLECTION & TREATMENT	--	701,475	39,835	41,976	51,479	52,655	52,693	61,592	55,052	56,746	56,001	0	0	0	468,029.16	233,445.84	66.72
30-451-01	DEBT SERVICE	--	217,200	31,319	31,069	22,494	20,595	18,039	19,322	18,627	18,750	19,614	0	0	0	199,829.77	17,370.23	92.00
30-452-00	CONNECTIONS	--	1,500	2,683	0	2,683	0	0	0	0	0	0	0	0	0	5,366.74	-3,866.74	357.78
30-455-00	METER SALES	--	1,500	348	0	582	0	0	0	0	54	0	0	0	0	984.07	515.93	65.60
30-492-01	MISC. RECEIPTS	--	2,000	0	4,600	0	150	525	450	0	0	0	0	0	0	5,725.00	-3,725.00	286.25
*TOTAL	SANITARY/WASTEWATER REVENUE REVE	--	923,675	74,186	77,646	77,238	73,400	71,257	81,364	73,679	75,550	75,615	0	0	0	679,934.74	243,740.26	73.61
**TOTAL	WATER AND SEWER FUND REVENUE	--	1,768,450	135,385	137,537	144,793	145,253	141,368	156,910	146,734	148,932	147,559	0	0	0	1,304,469.93	463,980.07	73.76
	WATER AND SEWER FUND EXPENDITURES																	
	RESERVES																	
	EXPENSES																	
30-59-797.00	TRANSFER TO W/S VEHICLE REPL FUND	13,000	13,000	13,000	0	0	0	0	0	0	0	0	0	0	0	13,000.00	0.00	100.00
30-59-799.00	CONTINGENCY FUNDS	70,227	41,000	0	0	21,014	0	0	0	0	0	0	0	0	0	21,013.80	19,986.20	51.25
*TOTAL	EXPENSES	83,227	54,000	13,000	0	21,014	0	0	0	0	0	0	0	0	0	34,013.80	19,986.20	62.99
**TOTAL	RESERVES	83,227	54,000	13,000	0	21,014	0	0	0	0	0	0	0	0	0	34,013.80	19,986.20	62.99
	WATER DEPARTMENT																	
	PERSONNEL																	
30-70-400.10	SALARY - FULL TIME	229,852	191,543	14,651	14,722	14,621	14,876	21,974	14,891	14,884	15,084	16,034	0	0	0	141,736.22	49,806.78	74.00
30-70-400.61	SALARY - OVERTIME	30,000	25,000	3,034	1,255	3,222	3,940	1,755	4,255	1,836	2,768	3,527	0	0	0	25,592.60	-592.60	102.37
30-70-403.00	HEALTH/LIFE INS - CITY SHARE	28,877	24,064	1,895	1,895	1,895	1,895	2,836	1,769	1,849	1,769	1,769	0	0	0	17,573.58	6,490.42	73.03
30-70-403.06	I.M.R.F. - CITY SHARE	26,801	22,334	2,062	1,863	2,081	2,194	2,767	2,232	1,949	2,082	2,191	0	0	0	19,420.57	2,913.43	86.96
30-70-403.07	S.S./MEDICARE - CITY SHARE	17,584	14,653	1,253	1,138	1,268	1,341	1,677	1,372	1,189	1,282	1,410	0	0	0	11,928.94	2,724.06	81.41
30-70-403.08	UNEMPLOYMENT PREMIUM	1,850	1,542	0	0	279	0	0	0	0	0	0	0	0	0	279.17	1,262.83	18.10
30-70-403.09	WORKERS COMP PREMIUM	4,812	4,010	514	257	257	257	257	257	257	279	279	0	0	0	2,612.09	1,397.91	65.14
30-70-430.02	TRAINING	2,400	2,000	0	0	526	120	0	0	0	0	0	0	0	0	646.40	1,353.60	32.32
30-70-438.02	PRE-EMPLOYMENT TESTING	300	250	0	0	0	0	0	0	198	0	0	0	0	0	198.00	52.00	79.20
30-70-443.00	DUES	840	700	0	0	0	0	0	0	267	0	83	0	0	0	350.00	350.00	50.00
30-70-469.00	UNIFORM ALLOWANCE	3,000	2,500	355	154	126	131	131	114	111	89	71	0	0	0	1,281.29	1,218.71	51.25
30-70-479.00	TRANSFER TO 27TH PAYROLL FUND	1,263	1,263	1,263	0	0	0	0	0	0	0	0	0	0	0	1,263.00	0.00	100.00
*TOTAL	PERSONNEL	347,579	289,859	25,028	21,284	24,276	24,754	31,397	24,889	22,539	23,352	25,363	0	0	0	222,881.86	66,977.14	76.89
	EQUIPMENT, SUPPLIES & SERVICES																	
30-70-510.00	MAINTENANCE - BLDGS.	1,800	1,500	0	0	110	0	640	0	16	331	0	0	0	0	1,096.83	403.17	73.12
30-70-511.00	MAINTENANCE - VEHICLES	1,800	1,500	38	0	0	0	107	569	0	0	2	0	0	0	717.41	782.59	47.83
30-70-512.00	MAINTENANCE - EQUIPMENT	4,800	4,000	161	498	-18	0	0	-1	2,479	4,436	1,072	0	0	0	8,627.02	-4,627.02	215.68
30-70-512.06	MAINT. - UTILITY INFRASTRUCTURE	75,027	45,000	0	0	21,014	0	16,189	717	1,216	322	1,244	0	0	0	40,701.81	4,298.19	90.45
30-70-523.00	TELEPHONE	3,000	2,500	248	248	221	344	253	271	191	133	217	0	0	0	2,125.97	374.03	85.04
30-70-526.00	UTILITIES	66,000	55,000	4,066	4,099	3,431	3,975	4,162	3,297	6,161	3,415	4,124	0	0	0	36,729.63	18,270.37	66.78
30-70-528.00	RENTAL	300	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00

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30-70-532.00	POSTAGE	3,000	2,500	107	263	384	127	238	173	110	284	223	0	0	0	1,908.34	591.66	76.33
30-70-565.00	SUPPLIES - MAINT.	0	0	1,105	0	0	0	0	0	0	0	0	0	0	0	1,105.10	-1,105.10	0.00
30-70-565.01	SUPPLIES - OFFICE & LAB	3,840	3,200	138	56	672	147	10	1,033	575	26	2,596	0	0	0	5,253.29	-2,053.29	164.17
30-70-565.02	MATERIALS AND SUPPLIES	60,000	50,000	2,162	3,485	1,333	2,726	4,884	3,944	0	0	654	0	0	0	19,188.54	30,811.46	38.38
30-70-566.00	GAS AND OIL	5,400	4,500	354	363	440	437	416	216	505	0	751	0	0	0	3,481.68	1,018.32	77.37
30-70-587.00	DEBT SERVICE PAYMENT	320,461	267,051	22,254	22,254	22,254	22,254	22,254	22,254	22,254	22,254	22,254	0	0	0	200,288.25	66,762.75	75.00
30-70-593.00	SMALL TOOLS & EQUIPMENT	600	500	211	0	0	363	22	0	0	0	0	0	0	0	595.33	-95.33	119.07
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	546,028	437,501	30,844	31,266	49,841	30,372	49,175	32,475	33,508	31,199	33,138	0	0	0	321,819.20	115,681.80	73.56
	CONTRACTED SERVICES																	
30-70-635.00	SERVICES - PROFESSIONAL	14,100	11,750	1,529	13	1,827	920	301	284	1,057	939	13	0	0	0	6,884.59	4,865.41	58.59
30-70-636.00	SERVICES - ENGINEERING	1,200	1,000	0	0	0	0	0	309	0	0	0	0	0	0	309.22	690.78	30.92
30-70-637.00	SERVICES - LEGAL	0	0	0	0	83	0	0	0	0	1,205	297	0	0	0	1,584.00	-1,584.00	0.00
30-70-638.00	SERVICES - LAB ANALYSIS	7,200	6,000	290	403	308	580	421	270	288	78	295	0	0	0	2,931.50	3,068.50	48.86
30-70-638.01	SERVICES - OTHER PROFESSIONAL	0	0	0	0	0	70	0	0	0	0	0	0	0	0	70.00	-70.00	0.00
*TOTAL	CONTRACTED SERVICES	22,500	18,750	1,819	416	2,217	1,570	721	863	1,345	2,221	605	0	0	0	11,779.31	6,970.69	62.82
**TOTAL	WATER DEPARTMENT	916,107	746,110	57,692	52,966	76,334	56,697	81,293	58,228	57,392	56,772	59,107	0	0	0	556,480.37	189,629.63	74.58
	SANITARY & WASTEWATER DEPARTMENT																	
	PERSONNEL																	
30-75-400.10	SALARY - FULL TIME	306,784	255,653	19,148	19,270	19,261	19,341	29,147	19,715	20,097	20,202	21,214	0	0	0	187,395.68	68,257.32	73.30
30-75-400.61	SALARY - OVERTIME	20,400	17,000	2,006	1,792	1,727	2,232	3,216	1,683	1,287	1,387	1,960	0	0	0	17,290.47	-290.47	101.71
30-75-403.00	HEALTH/LIFE INS. - CITY SHARE	64,848	54,040	3,654	3,654	3,653	5,287	-86	3,394	3,514	3,394	3,394	0	0	0	29,857.60	24,182.40	55.25
30-75-403.06	I.M.R.F. - CITY SHARE	35,771	29,809	2,467	2,456	2,447	2,515	3,802	2,495	2,493	2,594	2,596	0	0	0	23,865.07	5,943.93	80.06
30-75-403.07	S.S./MEDICARE - CITY SHARE	23,468	19,557	1,514	1,507	1,503	1,544	2,307	1,538	1,536	1,609	1,682	0	0	0	14,741.71	4,815.29	75.38
30-75-403.08	UNEMPLOYMENT PREMIUM	2,776	2,313	0	0	506	0	0	41	0	0	0	0	0	0	547.08	1,765.92	23.65
30-75-403.09	WORKERS COMP PREMIUM	10,628	8,857	1,539	770	770	770	770	770	770	837	835	0	0	0	7,829.18	1,027.82	88.40
30-75-430.00	TRAINING	2,040	1,700	0	0	0	0	690	127	0	0	0	0	0	0	816.90	883.10	48.05
30-75-443.00	DUES	240	200	0	0	0	0	0	0	0	0	0	0	0	0	0.00	200.00	0.00
30-75-469.00	UNIFORM ALLOWANCE	4,200	3,500	327	297	252	257	257	494	364	343	525	0	0	0	3,116.51	383.49	89.04
30-75-479.00	TRANSFER TO 27TH PAYROLL FUND	1,263	1,263	1,263	0	0	0	0	0	0	0	0	0	0	0	1,263.00	0.00	100.00
*TOTAL	PERSONNEL	472,418	393,892	31,918	29,747	30,120	31,946	40,103	30,256	30,060	30,366	32,207	0	0	0	286,723.20	107,168.80	72.79
	EQUIPMENT, SUPPLIES & SERVICES																	
30-75-511.00	MAINTENANCE - VEHICLES	1,200	1,000	0	0	0	0	68	580	0	-865	270	0	0	0	52.81	947.19	5.28
30-75-511.01	MAINTENANCE - BUILDINGS	3,000	2,500	0	0	125	514	18	126	0	230	0	0	0	0	1,013.34	1,486.66	40.53
30-75-511.02	MAINTENANCE - EQUIPMENT	9,600	8,000	10,526	3,745	1,308	4,401	-42	60	244	417	0	0	0	0	20,658.99	-12,658.99	258.24
30-75-511.03	MAINT.-UTILITY INFRASTRUCTURE	36,000	30,000	4,387	1,505	758	0	2,760	0	0	450	3,600	0	0	0	13,460.23	16,539.77	44.87
30-75-523.00	TELEPHONE	5,400	4,500	521	570	450	571	537	524	253	877	212	0	0	0	4,513.41	-13.41	100.30
30-75-526.00	UTILITIES	144,000	120,000	9,176	11,408	11,318	12,226	10,190	9,662	20,621	10,606	12,003	0	0	0	107,210.44	12,789.56	89.34
30-75-528.00	RENTAL	600	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00

CITY OF MARENGO
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ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
30-75-532.00	POSTAGE	2,400	2,000	107	263	169	101	224	173	110	342	223	0	0	0	1,711.97	288.03	85.60
30-75-543.01	NPDES PERMIT	21,000	17,500	0	0	17,500	0	0	0	0	0	0	0	0	0	17,500.00	0.00	100.00
30-75-565.01	SUPPLIES - OFFICE	3,000	2,500	1,964	0	806	1,161	729	408	846	-5,619	2,204	0	0	0	2,499.71	0.29	99.99
30-75-565.02	SUPPLIES - PLANT	1,800	1,500	120	309	312	515	408	0	572	25	63	0	0	0	2,324.02	-824.02	154.93
30-75-565.06	MATERIALS AND SUPPLIES	48,000	40,000	3,951	3,050	5,203	2,015	6,781	5,237	1,250	5,727	195	0	0	0	33,409.77	6,590.23	83.52
30-75-566.00	GAS AND OIL	4,200	3,500	415	405	372	336	320	273	235	0	636	0	0	0	2,991.95	508.05	85.48
30-75-587.00	DEBT SERVICE PAYMENTS	346,214	288,512	22,254	23,485	22,254	22,254	22,254	22,254	42,485	22,254	22,254	0	0	0	221,749.25	66,762.75	76.86
30-75-593.00	SMALL TOOLS AND EQUIPMENT	1,200	1,000	95	13	825	57	37	0	0	0	0	0	0	0	1,027.37	-27.37	102.74
30-75-594.01	NEW EQUIPMENT	26,138	21,782	0	526	0	21,782	0	0	0	0	0	0	0	0	22,307.16	-525.16	102.41
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	653,752	544,794	53,517	45,278	61,401	65,933	44,284	39,299	66,616	34,443	41,660	0	0	0	452,430.42	92,363.58	83.05
	CONTRACTED SERVICES																	
30-75-620.00	SERVICES - WASTE HAULING	6,000	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00
30-75-635.00	SERVICES - PROFESSIONAL	35,700	29,750	3,377	3,673	4,138	5,474	7,120	4,095	4,509	5,667	660	0	0	0	38,711.99	-8,961.99	130.12
30-75-636.00	SERVICES - ENGINEERING	2,400	2,000	0	0	396	0	0	7,466	0	539	0	0	0	0	8,401.52	-6,401.52	420.08
30-75-637.00	SERVICES - LEGAL	0	0	0	0	693	0	0	0	0	0	0	0	0	0	693.00	-693.00	0.00
*TOTAL	CONTRACTED SERVICES	44,100	36,750	3,377	3,673	5,227	5,474	7,120	11,561	4,509	6,206	660	0	0	0	47,806.51	-11,056.51	130.09
**TOTAL	SANITARY & WASTEWATER DEPARTMENT	1,170,270	975,436	88,812	78,697	96,747	103,353	91,507	81,116	101,186	71,015	74,527	0	0	0	786,960.13	188,475.87	80.68
***TOTAL	WATER AND SEWER FUND EXPENDITURE	2,169,604	1,775,546	159,504	131,663	194,095	160,050	172,800	139,344	158,578	127,788	133,633	0	0	0	1,377,454.30	398,091.70	77.58
TOTAL	REVENUE LESS EXPENDITURES	2,169,604	-7,096	-24,118	5,874	-49,302	-14,798	-31,432	17,566	-11,844	21,144	13,926	0	0	0	-72,984.37	65,888.37	1,028.53
	WWTP EXPANSION FUND REVENUE																	
	REVENUE REVENUE																	
31-351-00	COLLECTION & TREATMENT	--	655,037	47,986	49,156	54,498	52,718	51,439	59,938	53,686	55,194	54,266	0	0	0	478,881.60	176,155.40	73.11
31-351-01	DEBT SERVICE	--	23,168	1,337	2,193	3,067	1,743	1,952	2,951	1,871	2,119	2,617	0	0	0	19,850.05	3,317.95	85.68
31-395-00	PROCEEDS FROM IEPA LOAN	--	0	0	69,131	0	0	0	0	0	0	0	0	0	0	69,130.69	-69,130.69	0.00
*TOTAL	REVENUE REVENUE	--	678,205	49,323	120,480	57,565	54,461	53,391	62,890	55,557	57,312	56,883	0	0	0	567,862.34	110,342.66	83.73
**TOTAL	WWTP EXPANSION FUND REVENUE	--	678,205	49,323	120,480	57,565	54,461	53,391	62,890	55,557	57,312	56,883	0	0	0	567,862.34	110,342.66	83.73
	WWTP EXPANSION FUND EXPENDITURES																	
	EXPENSES																	
31-00-735.00	WWTP PROFESSIONAL SERVICES	0	0	0	0	0	0	2,000	0	0	0	0	0	0	0	2,000.00	-2,000.00	0.00
31-00-736.00	SERVICES - ENGINEERING	10,000	0	612	0	0	0	0	0	0	0	0	0	0	0	612.00	-612.00	0.00
31-00-787.00	DEBT SERVICE PAYMENT	904,008	753,340	371,975	0	0	0	0	371,975	0	0	0	0	0	0	743,949.64	9,390.36	98.75
31-00-795.37	CONSTRUCTION COSTS	120,000	0	0	33,845	0	0	4,669	0	0	0	0	0	0	0	38,514.37	-38,514.37	0.00
*TOTAL	EXPENSES	1,034,008	753,340	372,587	33,845	0	0	6,669	371,975	0	0	0	0	0	0	785,076.01	-31,736.01	104.21
***TOTAL	WWTP EXPANSION FUND EXPENDITURES	1,034,008	753,340	372,587	33,845	0	0	6,669	371,975	0	0	0	0	0	0	785,076.01	-31,736.01	104.21
TOTAL	REVENUE LESS EXPENDITURES	1,034,008	-75,135	-323,264	86,635	57,565	54,461	46,722	-309,085	55,557	57,312	56,883	0	0	0	-217,213.67	142,078.67	289.10

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ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
	WATER/SEWER EQUIPMENT REPLACEMENT FUND REVENUE																	
	REVENUE REVENUE																	
32-391-30	W/S VEHICLE REPL ANNUAL TRANSFER	--	13,000	13,000	0	0	0	0	0	0	0	0	0	0	0	13,000.00	0.00	100.00
*TOTAL	REVENUE REVENUE	--	13,000	13,000	0	0	0	0	0	0	0	0	0	0	0	13,000.00	0.00	100.00
**TOTAL	WATER/SEWER EQUIPMENT REPLACEME	--	13,000	13,000	0	0	0	0	0	0	0	0	0	0	0	13,000.00	0.00	100.00
TOTAL	REVENUE LESS EXPENDITURES	--	13,000	13,000	0	0	0	0	0	0	0	0	0	0	0	13,000.00	0.00	100.00
	2014 WATER IMPROVEMENT BONDS FUND REVENUE																	
	REVENUE REVENUE																	
34-373-00	INTEREST	--	7,000	674	650	672	672	650	675	655	677	677	0	0	0	6,000.28	999.72	85.72
34-392-00	MISC REVENUE	--	280,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	280,000.00	0.00
*TOTAL	REVENUE REVENUE	--	287,000	674	650	672	672	650	675	655	677	677	0	0	0	6,000.28	280,999.72	2.09
**TOTAL	2014 WATER IMPROVEMENT BONDS FUNI	--	287,000	674	650	672	672	650	675	655	677	677	0	0	0	6,000.28	280,999.72	2.09
	2014 WATER IMPROVEMENT BONDS FUND EXPENDITURES																	
	EXPENSES																	
34-00-736.00	SERVICES - ENGINEERING	186,000	155,000	13,431	0	0	0	0	-13,974	0	0	0	0	0	0	-543.60	155,543.60	-0.35
34-00-795.37	CONSTRUCTION COSTS	774,000	645,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	645,000.00	0.00
*TOTAL	EXPENSES	960,000	800,000	13,431	0	0	0	0	-13,974	0	0	0	0	0	0	-543.60	800,543.60	-0.07
***TOTAL	2014 WATER IMPROVEMENT BONDS FUNI	960,000	800,000	13,431	0	0	0	0	-13,974	0	0	0	0	0	0	-543.60	800,543.60	-0.07
TOTAL	REVENUE LESS EXPENDITURES	960,000	-513,000	-12,757	650	672	672	650	14,649	655	677	677	0	0	0	6,543.88	-519,543.88	-1.28
	W&S CAPITAL CONSTRUCTION FUND REVENUE																	
	REVENUE REVENUE																	
37-308-00	DEVELOPER CONTRIBUTIONS	--	0	0	0	284,000	0	0	0	0	0	0	0	0	0	284,000.00	-284,000.00	0.00
37-373-00	INTEREST	--	50	4	3	32	93	90	93	90	93	93	0	0	0	589.78	-539.78	1,179.56
*TOTAL	REVENUE REVENUE	--	50	4	3	284,032	93	90	93	90	93	93	0	0	0	284,589.78	-284,539.78	569,179.56
**TOTAL	W&S CAPITAL CONSTRUCTION FUND REV	--	50	4	3	284,032	93	90	93	90	93	93	0	0	0	284,589.78	-284,539.78	569,179.56
TOTAL	REVENUE LESS EXPENDITURES	--	50	4	3	284,032	93	90	93	90	93	93	0	0	0	284,589.78	-284,539.78	569,179.56
	CAPITAL IMPROVEMENTS - PROSPECT ST FUND REVENUE																	
	REVENUE REVENUE																	
40-373-00	INTEREST	--	500	111	108	111	111	108	112	108	112	112	0	0	0	992.93	-492.93	198.59
40-395-01	PROCEEDS FROM LOAN	--	300,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	300,000.00	0.00
*TOTAL	REVENUE REVENUE	--	300,500	111	108	111	111	108	112	108	112	112	0	0	0	992.93	299,507.07	0.33
**TOTAL	CAPITAL IMPROVEMENTS - PROSPECT ST	--	300,500	111	108	111	111	108	112	108	112	112	0	0	0	992.93	299,507.07	0.33

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ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
	CAPITAL IMPROVEMENTS - PROSPECT ST FUND EXPENDITURES																	
	EXPENSES																	
40-00-795.37	CONSTRUCTION COSTS	449,194	374,328	0	0	0	0	0	0	0	0	0	0	0	0	0.00	374,328.00	0.00
40-00-795.38	CONSTRUCTION COSTS-LOAN PROCEEDS	360,000	300,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	300,000.00	0.00
*TOTAL	EXPENSES	809,194	674,328	0	0	0	0	0	0	0	0	0	0	0	0	0.00	674,328.00	0.00
***TOTAL	CAPITAL IMPROVEMENTS - PROSPECT ST	809,194	674,328	0	0	0	0	0	0	0	0	0	0	0	0	0.00	674,328.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	809,194	-373,828	111	108	111	111	108	112	108	112	112	0	0	0	992.93	-374,820.93	-0.27
	CAPITAL IMPROVEMENTS FUND REVENUE																	
	REVENUE REVENUE																	
41-373-00	INTEREST	--	150	11	10	11	11	10	11	10	11	11	0	0	0	95.24	54.76	63.49
*TOTAL	REVENUE REVENUE	--	150	11	10	11	11	10	11	10	11	11	0	0	0	95.24	54.76	63.49
**TOTAL	CAPITAL IMPROVEMENTS FUND REVENUE	--	150	11	10	11	11	10	11	10	11	11	0	0	0	95.24	54.76	63.49
TOTAL	REVENUE LESS EXPENDITURES	--	150	11	10	11	11	10	11	10	11	11	0	0	0	95.24	54.76	63.49
	DEBT SERVICE FUND REVENUE																	
	REVENUE REVENUE																	
43-373-00	INTEREST	--	2,225	195	189	209	223	227	249	217	138	156	0	0	0	1,804.33	420.67	81.09
43-391-00	TRANSFER FROM WATER & SEWER	--	534,102	44,509	44,509	44,509	44,509	44,509	44,509	44,509	44,509	44,509	0	0	0	400,576.50	133,525.50	75.00
*TOTAL	REVENUE REVENUE	--	536,327	44,704	44,697	44,717	44,732	44,736	44,758	44,725	44,646	44,665	0	0	0	402,380.83	133,946.17	75.03
**TOTAL	DEBT SERVICE FUND REVENUE	--	536,327	44,704	44,697	44,717	44,732	44,736	44,758	44,725	44,646	44,665	0	0	0	402,380.83	133,946.17	75.03
	DEBT SERVICE FUND EXPENDITURES																	
	2005 BONDS																	
	EXPENSES																	
43-05-787.00	PRINCIPAL 2005 BONDS	414,000	345,000	0	0	0	0	0	0	345,000	0	0	0	0	0	345,000.00	0.00	100.00
43-05-787.01	INTEREST 2005 BONDS	17,388	14,490	7,245	0	0	0	0	0	7,245	0	0	0	0	0	14,490.00	0.00	100.00
43-05-787.02	PAYING AGENT FEES 2005 BONDS	1,020	850	0	0	0	0	0	0	0	0	0	0	0	0	0.00	850.00	0.00
*TOTAL	EXPENSES	432,408	360,340	7,245	0	0	0	0	0	352,245	0	0	0	0	0	359,490.00	850.00	99.76
**TOTAL	2005 BONDS	432,408	360,340	7,245	0	0	0	0	0	352,245	0	0	0	0	0	359,490.00	850.00	99.76
	2014 BONDS																	
	EXPENSES																	
43-14-787.00	PRINCIPAL 2014 BONDS	30,000	25,000	0	0	0	0	0	0	25,000	0	0	0	0	0	25,000.00	0.00	100.00
43-14-787.01	INTEREST 2014 BONDS	179,536	149,613	74,075	0	0	0	0	0	74,075	0	0	0	0	0	148,150.00	1,463.00	99.02
43-14-787.02	PAYING AGENT FEES 2014 BONDS	780	650	0	475	0	0	0	0	0	0	0	0	0	0	475.00	175.00	73.08
*TOTAL	EXPENSES	210,316	175,263	74,075	475	0	0	0	0	99,075	0	0	0	0	0	173,625.00	1,638.00	99.07
**TOTAL	2014 BONDS	210,316	175,263	74,075	475	0	0	0	0	99,075	0	0	0	0	0	173,625.00	1,638.00	99.07
***TOTAL	DEBT SERVICE FUND EXPENDITURES	642,724	535,603	81,320	475	0	0	0	0	451,320	0	0	0	0	0	533,115.00	2,488.00	99.54

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ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
TOTAL	REVENUE LESS EXPENDITURES	642,724	724	-36,616	44,222	44,717	44,732	44,736	44,758	-406,595	44,646	44,665	0	0	0	-130,734.17	131,458.17	-18,057.21
	POLICE SQUAD ACQUISITION & MAINT. FUND REVENUE																	
	REVENUE REVENUE																	
48-373-00	INTEREST	--	2	0	0	0	0	0	0	0	0	0	0	0	0	2.31	-0.31	115.50
48-382-00	COURT SUPERVISION FEES	--	9,000	538	957	833	731	739	311	341	301	809	0	0	0	5,560.10	3,439.90	61.78
*TOTAL	REVENUE REVENUE	--	9,002	538	957	833	731	739	311	342	301	809	0	0	0	5,562.41	3,439.59	61.79
**TOTAL	POLICE SQUAD ACQUISITION & MAINT. FU	--	9,002	538	957	833	731	739	311	342	301	809	0	0	0	5,562.41	3,439.59	61.79
	POLICE SQUAD ACQUISITION & MAINT. FUND EXPENDITURES																	
	EXPENSES																	
48-00-711.00	MAINTENANCE - VEHICLES	10,800	9,000	0	0	0	0	0	0	0	0	5,500	0	0	0	5,500.00	3,500.00	61.11
*TOTAL	EXPENSES	10,800	9,000	0	0	0	0	0	0	0	0	5,500	0	0	0	5,500.00	3,500.00	61.11
***TOTAL	POLICE SQUAD ACQUISITION & MAINT. FU	10,800	9,000	0	0	0	0	0	0	0	0	5,500	0	0	0	5,500.00	3,500.00	61.11
TOTAL	REVENUE LESS EXPENDITURES	10,800	2	538	957	833	731	739	311	342	301	-4,691	0	0	0	62.41	-60.41	3,120.50
	SPECIAL SERVICE AREA #2 FUND REVENUE																	
	REVENUE REVENUE																	
58-301-00	PROPERTY TAX - SSA #2	--	3,400	0	1,983	0	126	1,580	0	68	0	0	0	0	0	3,756.92	-356.92	110.50
58-373-00	INTEREST	--	10	1	1	1	1	1	1	1	1	1	0	0	0	9.04	0.96	90.40
*TOTAL	REVENUE REVENUE	--	3,410	1	1,983	1	127	1,581	1	69	1	1	0	0	0	3,765.96	-355.96	110.44
**TOTAL	SPECIAL SERVICE AREA #2 FUND REVENU	--	3,410	1	1,983	1	127	1,581	1	69	1	1	0	0	0	3,765.96	-355.96	110.44
	SPECIAL SERVICE AREA #2 FUND EXPENDITURES																	
	EXPENSES																	
58-00-780.00	MISCELLANEOUS EXPENDITURES	6,000	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00
*TOTAL	EXPENSES	6,000	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00
***TOTAL	SPECIAL SERVICE AREA #2 FUND EXPENI	6,000	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	6,000	-1,590	1	1,983	1	127	1,581	1	69	1	1	0	0	0	3,765.96	-5,355.96	-236.85
	DOWTOWN TIF FUND REVENUE																	
	REVENUE REVENUE																	
59-301-00	PROPERTY TAX - TIF	--	3,800	0	2,443	0	0	2,443	0	0	0	0	0	0	0	4,886.92	-1,086.92	128.60
59-373-00	INTEREST	--	5	0	0	0	0	1	1	1	1	1	0	0	0	4.66	0.34	93.20
*TOTAL	REVENUE REVENUE	--	3,805	0	2,444	0	0	2,444	1	1	1	1	0	0	0	4,891.58	-1,086.58	128.56
**TOTAL	DOWTOWN TIF FUND REVENUE	--	3,805	0	2,444	0	0	2,444	1	1	1	1	0	0	0	4,891.58	-1,086.58	128.56

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
	DOWTOWN TIF FUND EXPENDITURES																	
	EXPENSES																	
59-00-780.00	MISCELLANEOUS TIF EXPENDITURES	2,100	1,750	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,750.00	0.00
*TOTAL	EXPENSES	2,100	1,750	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,750.00	0.00
***TOTAL	DOWTOWN TIF FUND EXPENDITURES	2,100	1,750	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,750.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	2,100	2,055	0	2,444	0	0	2,444	1	1	1	1	0	0	0	4,891.58	-2,836.58	238.03
	EASTERN CORRIDOR TIF FUND REVENUE																	
	REVENUE REVENUE																	
61-301-00	PROPERTY TAX - TIF	–	40	0	22,670	0	0	22,678	0	0	0	0	0	0	0	45,348.30	-45,308.30	113,370.75
61-373-00	INTEREST	–	0	0	8	1	1	2	2	3	2	2	0	0	0	20.02	-20.02	0.00
*TOTAL	REVENUE REVENUE	–	40	0	22,679	1	1	22,679	2	3	2	2	0	0	0	45,368.32	-45,328.32	113,420.80
**TOTAL	EASTERN CORRIDOR TIF FUND REVENUE	–	40	0	22,679	1	1	22,679	2	3	2	2	0	0	0	45,368.32	-45,328.32	113,420.80
TOTAL	REVENUE LESS EXPENDITURES	–	40	0	22,679	1	1	22,679	2	3	2	2	0	0	0	45,368.32	-45,328.32	113,420.80
	REVOLVING LOAN FUND REVENUE																	
	REVENUE REVENUE																	
62-373-00	INTEREST	–	1,000	81	79	81	81	79	81	79	81	82	0	0	0	724.92	275.08	72.49
*TOTAL	REVENUE REVENUE	–	1,000	81	79	81	81	79	81	79	81	82	0	0	0	724.92	275.08	72.49
**TOTAL	REVOLVING LOAN FUND REVENUE	–	1,000	81	79	81	81	79	81	79	81	82	0	0	0	724.92	275.08	72.49
	REVOLVING LOAN FUND EXPENDITURES																	
	EXPENSES																	
62-00-780.00	MISCELLANEOUS	50,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00
*TOTAL	EXPENSES	50,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00
***TOTAL	REVOLVING LOAN FUND EXPENDITURES	50,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	50,000	1,000	81	79	81	81	79	81	79	81	82	0	0	0	724.92	275.08	72.49
	CEMETERY FUND REVENUE																	
	REVENUE REVENUE																	
99-301-00	PROPERTY TAX - CEMETERY	–	96	0	0	0	0	0	0	0	0	0	0	0	0	0.00	96.00	0.00
*TOTAL	REVENUE REVENUE	–	96	0	0	0	0	0	0	0	0	0	0	0	0	0.00	96.00	0.00
**TOTAL	CEMETERY FUND REVENUE	–	96	0	0	0	0	0	0	0	0	0	0	0	0	0.00	96.00	0.00

CITY OF MARENGO
BUDGET TREND FOR JANUARY, 2017
THIRD QUARTER - 75% OF BUDGET YEAR

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
	CEMETERY FUND EXPENDITURES																	
99-00-999.00	CEMETERY EXPENSES	80,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00
***TOTAL	CEMETERY FUND EXPENDITURES	80,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	80,000	96	0	0	0	0	0	0	0	0	0	0	0	0	0.00	96.00	0.00

#8

AGENDA SUPPLEMENT

TO: **Mayor and City Council**

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

FOR: **February 27, 2017 Regular City Council Meeting**

RE: **Draft FY 17/18 Budget – General Fund Revenue**

General Fund

Staff is in the preliminary phases of drafting the Fiscal Year 17/18 Budget. Initial projections for FY 17/18 heavily mirror the FY 16/17 budget. The purpose of this memo is to provide an initial review of General Fund revenues. These numbers are preliminary at this point however staff felt it was prudent to report them to the Council as we head into budget season. These are only draft numbers at this point and may be tweaked throughout the budget process.

Revenue

Total General Fund revenue for FY 17/18 is projected at $3,955,162, down $9,508 from the projected FY 16/17 revenue.

Property Taxes – The overall property tax revenue for the General Fund is projected to increase nominally in FY 17/18 as was discussed during the tax levy discussions and subsequent approval. Property tax revenue has shown to be very consistent, with the City collecting 99.7% of the estimated revenue in FY 16/17. As you may be aware, the Governor has been proposing a property tax freeze on all local agencies as part of his "turn around" agenda. This will not impact the upcoming year's property tax numbers as the levy has already been approved and submitted to the County, however staff will continue to monitor any proposed changes to property tax laws.

Income Tax – Income tax payments are currently being received on a regular basis from the State. The revenue projections are based off of IML estimates, which have shown to be very accurate in the past on State shared revenue. Given the 2013 law changes, requiring prompt payment of income tax, staff is comfortable projecting 12 payments in FY 17/18. Income tax revenue for FY 16/17 will come in below the budgeted amount due to a bit of a decrease in overall revenue at the State level, but it is expected to rebound as projected for FY 17/18. Many municipalities are also currently lobbying to receive a higher proportion of the income tax as was done prior to the State income tax increases.

Sales Tax – Sales tax revenue in 16/17 rebounded a bit from the previous fiscal year. Generally speaking, sales tax revenue has been fairly consistent over the last 3-4 years.

Utility Taxes – The electric utility tax has hovered around the $250,000 mark for the last few years and it is unlikely to change. Natural gas taxes have seen a slight decrease in revenue due to lower costs of natural gas, and most likely less consumption after what has been a relatively mild

winter. The revenue may see a slight dip in the current fiscal year as the tax is now remitted on a monthly basis as opposed to quarterly, which led to two months without a payment this fiscal year. Since that time, payments have been coming in routinely and on time. Telephone taxes continue to decline, albeit is much less than has been seen over previous fiscal years.

Video Gaming Tax – Video gaming revenue has increased a bit for FY 17/18 based on revenue received in the current fiscal year, which is at an all time high. With the additional of the recently added gaming café, gaming revenue could potentially increase beyond was staff is projecting.

Court Fines, Parking Fines, Other Prosecution Fines and Municipal Ordinance Fines – Each of these revenues will see a slight decrease for FY 17/18 based on trend data. Vehicles sticker revenue also continues to slightly decline as it has for the last several years.

Gravel Pit Tipping Fees – With the recently annexed (including the 2/27 annexations which will occur during this Council meeting) gravel pit soon to start operations, staff is projecting revenue from tipping fees as per the annexation agreement. The current draft shows $5,000 but that is expected to increase significantly as staff works with the Marengo Lakes LLC to determine an appropriate revenue estimate.

For the most part, the other smaller revenue sources remain similar to what they have been over the previous fiscal years. The current projections are subject to change. As revenue continues to come in during the current fiscal year, that always allows staff to fine tune revenue forecasts for the upcoming fiscal year. Staff will review the revenue projections in greater detail during the Council meeting. It is anticipated that General Fund expenditures will be presented during the next City Council meeting.

FISCAL YEAR 16/17 GENERAL FUND

Account Number	Revenue	2013-2014 Actual	2014-2015 Actual	2015 - 2016 Actual	2016 - 2017 Budget	2016 - 2017 Projected	2017 - 2018 Proposed	Notes
01-301-00	PROPERTY TAX CORPORATE/GENERAL	$ 521,254	$ 478,487	$ 437,926	$ 444,180	$ 442,924	$ 444,049	Based on Levy Extension from the County
01-301-03	PROPERTY TAX ESDA	$ 2,087	$ 2,194	$ 2,238	$ 2,270	$ 2,269	$ 2,274	
01-301-04	PROPERTY TAX GARBAGE	$ -	$ -	$ -	$ 96	$ 96	$ 96	
01-301-05	PROPERTY TAX STREET LIGHTING	$ 51,638	$ 54,265	$ 50,049	$ 50,764	$ 50,622	$ 50,750	
01-301-06	PROPERTY TAX IMRF	$ 67,755	$ 71,200	$ 72,620	$ 73,657	$ 73,447	$ 73,633	
01-301-07	PROPERTY TAX FICA	$ 98,467	$ 103,474	$ 105,537	$ 107,045	$ 106,745	$ 107,017	
01-301-08	PROPERTY TAX LIABILITY INSURANCE	$ 57,185	$ 60,091	$ 61,290	$ 62,165	$ 61,969	$ 62,152	
01-301-09	PROPERTY TAX UNEMPLOYMENT INS	$ 5,161	$ 5,425	$ 5,534	$ 5,613	$ 5,600	$ 5,615	
01-301-14	PROPERTY TAX ROAD & BRIDGE	$ 93,360	$ 87,182	$ 82,849	$ 82,849	$ 83,660	$ 84,321	
01-301-15	PROPERTY TAX STREET & BRIDGE	$ -	$ -	$ -	$ 96	$ 96	$ 96	
01-301-47	PROPERTY TAX POLICE PROTECTION	$ 269,398	$ 323,984	$ 395,997	$ 401,038	$ 400,074	$ 401,090	
01-301-10	PROPERTY TAX WORKMAN'S COMP	$ 65,720	$ 69,061	$ 70,438	$ 71,445	$ 71,244	$ 71,424	
01-303-00	STATE USE TAX	$ 130,559	$ 147,278	$ 176,006	$ 179,728	$ 179,728	$ 193,494	Based on Current IML Projections
01-304-00	STATE SALES TAX	$ 612,516	$ 686,847	$ 622,523	$ 650,000	$ 650,858	$ 665,000	
01-305-00	STATE INCOME TAX	$ 812,081	$ 742,662	$ 816,639	$ 780,096	$ 728,187	$ 772,448	Based on Current IML Projections
01-306-00	VIDEO GAMING TAX	$ 43,804	$ 49,717	$ 62,029	$ 55,000	$ 68,997	$ 70,000	
01-307-00	UTILITY TAX ELECTRICITY	$ 256,419	$ 249,996	$ 245,046	$ 250,000	$ 252,625	$ 256,503	
01-307-01	UTILITY TAX GAS	$ 113,657	$ 109,470	$ 87,369	$ 105,000	$ 84,643	$ 96,000	
01-307-03	UTILITY TAX TELEPHONE	$ 235,367	$ 197,548	$ 197,106	$ 194,000	$ 181,956	$ 184,000	
01-308-00	PLANNING COMMISSION FEES	$ 1,750	$ 500	$ 7,800	$ 1,000	$ 1,000	$ 1,000	
01-308-01	DEVELOPMENT FEES	$ -	$ 17,000	$ -	$ 4,000	$ -	$ 1,000	
01-308-10	NEW CITY HALL CONTRIBUTION FUND	$ -	$ -	$ 265	$ -	$ 265	$ -	
01-308-15	RECREATION FUND CONTRIBUTION	$ -	$ -	$ 100	$ -	$ 100	$ -	
01-309-00	REPLACEMENT TAX	$ 39,304	$ 38,348	$ 38,851	$ 39,000	$ 39,000	$ 39,000	
01-309-14	MARENGO TOWNSHIP ROAD & BRIDGE	$ 7,704	$ 7,517	$ 6,131	$ 7,500	$ 7,500	$ 7,500	
01-320-00	LIQUOR LICENSE	$ 38,550	$ 48,958	$ 45,567	$ 42,000	$ 48,400	$ 43,500	
01-320-01	VENDING MACHINE & GAMES	$ 3,325	$ 3,125	$ 3,575	$ 3,200	$ 3,100	$ 3,200	
01-320-03	CABLE TV FRANCHISE/TOWER RENT	$ 86,876	$ 89,497	$ 93,333	$ 72,200	$ 72,200	$ 72,500	
01-320-04	VIDEO SERVICE FRANCHIS FEE	$ 303	$ 2,637	$ 8,492	$ 8,300	$ 8,300	$ 8,300	
01-320-05	SCAVENGER LICENSE	$ 1,400	$ 1,400	$ 1,050	$ 1,400	$ 1,400	$ 1,400	
01-330-00	PERMITS - BUILDING	$ 45,523	$ 38,051	$ 40,197	$ 34,000	$ 35,000	$ 40,000	
01-330-01	PERMITS - OTHER	$ 285	$ 380	$ 430	$ 200	$ 240	$ 200	
01-330-17	PERMITS - VEHICLE	$ 56,771	$ 55,257	$ 53,884	$ 55,000	$ 54,000	$ 55,000	
01-340-00	COURT FINES	$ 68,100	$ 89,128	$ 78,726	$ 80,000	$ 66,512	$ 72,000	
01-340-01	PARKING FINES	$ 7,800	$ 8,630	$ 7,150	$ 8,000	$ 7,125	$ 7,000	
01-340-02	OTHER FINES - PROSECUTION FEES	$ 8,585	$ 9,764	$ 9,421	$ 9,000	$ 6,484	$ 8,000	
01-340-03	DRUG FINES	$ 743	$ 719	$ 675	$ 500	$ 500	$ 500	
01-340-04	MUNICIPAL ORDINANCE FINES	$ 6,830	$ 7,200	$ 6,275	$ 6,500	$ 4,425	$ 6,000	
01-340-06	ADM PROCESSING FEE	$ 1,520	$ 1,200	$ 1,040	$ 1,500	$ 340	$ 1,000	
01-345-00	STREET DEPOSITS	$ (2,000)	$ (1,275)	$ 1,500	$ -	$ 114,088	$ -	
01-361.00	SECURITY ALARMS	$ 100	$ 100	$ 75	$ 100	$ -	$ 100	
01-370-00	RENTAL	$ -	$ 75	$ 150	$ -	$ -	$ -	
01-373-00	INTEREST	$ 1,361	$ 1,555	$ 861	$ 1,200	$ 931	$ 1,000	
01-380-03	PD GRANT REVENUE	$ 3,340	$ 2,720	$ 404	$ 2,500	$ -	$ 1,000	
01-380-20	GRANT REVENUE	$ 10,000	$ 7,871	$ 6,795	$ 6,701	$ 6,701	$ 8,700	Safety Grant via Wokers' Comp
01-380-25	GRANT REVENUE - LIGHTING	$ -	$ -	$ 81,526	$ -	$ -	$ -	
01-381-01	DETAIL OFFICER PAY REIMBURSEMENT	$ 887	$ 893	$ 1,251	$ 1,300	$ 1,136	$ 1,300	
01-381.02	FIRE & POLICE COMMISSION REVENUE	$ -	$ -	$ -	$ 2,700	$ -	$ 3,000	
01-390.02	DONATIONS - COMMUNITY ENHANCEMENT	$ -	$ -	$ 415	$ -	$ -	$ -	
01-390-03	DONATIONS - POLICE	$ 718	$ 330	$ 400	$ 1,000	$ -	$ -	
01-391-00	TRANSFER FROM W&S FUND	$ 25,697	$ -	$ -	$ -	$ -	$ -	
01-392-00	MISC. RECEIPTS	$ 7,595	$ 3,948	$ 3,459	$ 5,000	$ 23,543	$ 5,000	
01-392-01	MCRIDE TOWNSHIP RECEIPTS	$ 9,747	$ 11,875	$ 11,500	$ 13,000	$ 11,500	$ 11,500	Township Dial-a-Ride contribution
01-392-02	ELAVATOR INSPECTION RECEIPTS	$ 450	$ 825	$ -	$ 1,000	$ 1,000	$ -	
01-392-06	SURPLUS PROPERTY PROCEEDS	$ 44,327	$ 7,115	$ 7,828	$ 2,000	$ 3,641	$ 10,000	
01-392-07	UNCLAIMED EVIDENCE PROCEEDS	$ -	$ 400	$ -	$ 500	$ 250	$ 500	
01-392-08	FINGERPRINT FEES	$ 575	$ 500	$ 525	$ 500	$ 250	$ 500	
01-392-09	IMPOUND FEES	$ 2,300	$ 2,900	$ -	$ 2,000	$ -	$ 500	
	GRAVEL PIT TIPPING FEES	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000	
	TOTAL GENERAL FUND REVENUE	$ 3,916,893	$ 3,898,024	$ 4,010,849	$ 3,932,843	$ 3,964,670	$ 3,955,162	

STATUS REPORT

TO: **Mayor and City Council**

FROM: **Jennifer Snelten, Finance/HR Director**

FOR: **February 27, 2017 Regular City Council Meeting**

RE: **Revolving Loan Fund Status**

The Marengo Revolving Loan Fund (RLF) was established by the City as an economic incentive for businesses seeking to expand or relocate in Marengo. The fund allows the City to offer low interest loans that businesses can use for land acquisition, purchase and renovation of existing buildings, acquisition of equipment, machinery, furniture and fixtures, and working capital. Principal and interest payments on old loans are used to replenish the fund and issue new loans so the fund is essentially self-sustaining. The last business that took advantage of a loan from the City's RLF was Marengo Auto Group in 1996. The loan was paid in full by December 2001, and the business reported the creation of 7 new jobs for our community at that time.

These funds may also be used for infrastructure projects that meet Community Development Block Grant (CDBG) eligibility guidelines. Three such projects were done between the years of 1987-1995, with a total of $662,565 in funds granted for infrastructure benefit on behalf of a business (Sengewald USA, SCI Enterprises, & EPS/Warner Electric).

The City's RLF currently has a balance of $320,739, and the only activity since 2001 has been the accumulation of interest. In October 2016 staff received a letter from the Illinois Department of Commerce & Economic Opportunity advising the City that HUD had recommended closing inactive funds (those that have not issued a loan in the last 3 years), and that through the closure of the RLF the City would be permitted to use the balance for other objectives that meet CDBG program requirements. The letter advised that mandatory meetings would be held in 2017, and requested that no loans be made in the interim. In December 2016, I followed up with Dana Huston, Grant Manager, at the IL DCEO regarding the use of the RLF balance for a public infrastructure project, and to get more details regarding the eligibility requirements. She advised me that DCEO would be conducting a workshop in the spring to give us more details, and also gave me contact information for someone in our area that could help us with such a project; the information was passed along to Administrator Boden.

On February 10, staff received an update from DCEO stating that they are working with HUD to bring the Illinois' RLF program into full compliance with federal regulations and present the plan for approval. Therefore they are delaying the meetings until they can provide definitive information. Until then, they want the RLF to remain useful and will allow RLF loans to be made.

CITY OF MARENGO

RUN: 02/17/17 11:57AM

TREASURER'S REPORT FOR JANUARY, 2017

FUND NAME	BANK	CASH BALANCE 01/01/17	INVESTMENT BALANCE 01/01/17	DEPOSITED THIS MONTH	INVESTMENTS RETURNS THIS MONTH	WITHDRAWN THIS MONTH	INVESTMENTS MADE THIS MONTH	CASH BALANCE 01/31/17	INVESTMENT BALANCE 01/31/17	CASH AND INVESTMENT 01/31/17	Y.T.D. INTEREST 01/31/17
GENERAL (01)	1	1,461,550.26	75,482.17	217,230.74	0.00	340,482.91	8.83	1,338,289.26	75,491.00	1,413,780.26	733.01
AUDIT (02)	1	-2,186.72	0.00	0.00	0.00	0.00	0.00	-2,186.72	0.00	-2,186.72	0.25
27TH PAYROLL (04)	1	11,270.00	0.00	0.00	0.00	0.00	0.00	11,270.00	0.00	11,270.00	0.00
POLICE VEHICLE (05)	1	-775.68	0.00	0.00	0.00	0.00	0.00	-775.68	0.00	-775.68	0.00
P.W. VEHICLE (06)	1	165,000.00	0.00	0.00	0.00	0.00	0.00	165,000.00	0.00	165,000.00	0.00
RETIREMENT (07)	1	29,000.00	0.00	0.00	0.00	0.00	0.00	29,000.00	0.00	29,000.00	0.00
TOTALS-BANK # 1		1,663,857.86	75,482.17	217,230.74	0.00	340,482.91	8.83	1,540,596.86	75,491.00	1,616,087.86	733.26
GENERAL (01)	9	14,549.46	0.00	129,321.67	0.00	129,321.67	0.00	14,549.46	0.00	14,549.46	0.00
POLICE PENSION (10)	10	39,258.58	5,089,214.78	14,626.17	34,737.03	32,758.58	14,626.17	41,237.03	5,069,103.92	5,110,340.95	140,965.25
D&A AWARE (18)	18	8,870.50	0.00	0.00	0.00	0.00	0.00	8,870.50	0.00	8,870.50	0.00
DRUG FORFEIT (19)	19	24,480.91	0.00	1.62	0.00	7,404.00	0.00	17,078.53	0.00	17,078.53	14.07
MOTOR FUEL TAX (20)	20	191,389.05	0.00	18,194.32	0.00	4,740.00	0.00	204,843.37	0.00	204,843.37	21,543.60
RETAINED PERS (22)	22	354,183.61	0.00	15.05	0.00	4,001.94	0.00	350,196.72	0.00	350,196.72	136.79
WATER & SEWER (30)	30	219,753.10	0.00	150,183.12	0.00	136,858.41	0.00	233,077.81	0.00	233,077.81	0.00
WWTP EXPANSION (31)	30	292,258.99	0.00	56,882.98	0.00	0.00	0.00	349,141.97	0.00	349,141.97	0.00
W/S EQUIP REPL (32)	30	39,000.00	0.00	0.00	0.00	0.00	0.00	39,000.00	0.00	39,000.00	0.00
TOTALS-BANK # 30		551,012.09	0.00	207,066.10	0.00	136,858.41	0.00	621,219.78	0.00	621,219.78	0.00
2014 WATER IMPR (34)	34	2,277,265.06	0.00	676.97	0.00	0.00	0.00	2,277,942.03	0.00	2,277,942.03	6,000.28
W/S CAPITAL (37)	37	312,871.72	0.00	93.00	0.00	0.00	0.00	312,964.72	0.00	312,964.72	589.78
PROSPECT ST (40)	40	376,524.41	0.00	111.93	0.00	0.00	0.00	376,636.34	0.00	376,636.34	992.93
CAPITAL IMPR (41)	41	50,549.16	0.00	10.73	0.00	0.00	0.00	50,559.89	0.00	50,559.89	95.24
DEBT SERVICE (43)	43	493,626.57	2,386.39	44,664.98	0.00	0.00	1.21	538,290.34	2,387.60	540,677.94	1,804.33
PD SQUAD (48)	48	4,769.85	0.00	809.37	0.00	5,500.00	0.00	79.22	0.00	79.22	2.31
SSA #2 (58)	58	24,965.38	0.00	1.06	0.00	0.00	0.00	24,966.44	0.00	24,966.44	9.04
DOWNTOWN TIF (59)	59	13,754.65	0.00	0.59	0.00	0.00	0.00	13,755.24	0.00	13,755.24	4.66
EASTERN TIF (61)	61	45,410.22	0.00	1.93	0.00	0.00	0.00	45,412.15	0.00	45,412.15	20.02
REVOLVING LOAN (62)	62	320,657.66	0.00	81.70	0.00	0.00	0.00	320,739.36	0.00	320,739.36	724.92
GRAND TOTALS		6,767,996.74	5,167,083.34	632,907.93	34,737.03	661,067.51	14,636.21	6,759,937.98	5,146,982.52	11,906,920.50	173,636.48

Treasurer's Report Investment Balances as of January 31, 2017						
FUND	BANK	NUMBER	RATE	TYPE	MATURITY	BALANCE
Debt Service	Illinois Funds	7139114594	Illinois Funds	Money Market	N/A	$ 2,387.60
General / Developer Contributions	Castle Bank	871044	Variable	Savings	N/A	$ 67,926.69
General / Calvin Spencer Park	Chase Bank	01-00401945	Variable	Savings	N/A	$ 1,501.44
General	Illinois Funds	7139114586	Illinois Funds	Money Market	N/A	$ 6,062.87
Police Pension	Charles Schwab	4229-2366	Variable	Trust	N/A	$ 5,069,103.92
Debt Service Fund Total						$ 2,387.60
General Fund Total						$ 75,491.00
Police Pension Fund Total						$ 5,069,103.92
Combined Totals						$ 5,146,982.52

CITY OF MARENGO

Marengo Police Department
142 E Prairie St.
Marengo, IL 60152

January 2017

I respectfully submit the following report

General Cases
Incident Reports: 177
Assist Other Agency: 55
Open Doors Found: 1
Alarm Responses: 9

Citations Issued
Traffic Stops: 88
Traffic Citations: 52
Parking Tickets: 22
City Ordinance Violations: 14
Verbal and Written Warnings: 65

Finances
Fines Collected: $5,734.69
Received from Circuit Clerk: $732.00
Drug Fines: $0
City Ordinance Fines: $525.00
Bail/Bond Admin Fees: $80.00
Total Collected: $7,071.69

Arrests
Criminal Complaints: 3
DUI: 0
Warrants: 3
Total Arrests: 6

Traffic Accidents
Property Damage: 16
With Injury: 3
Total Accidents: 19

NTA's: 10

Total Squad Miles: 13,928

Miscellaneous:

R Solano
Chief of Police

MARENGO POLICE DEPARTMENT
VEHICLE MILEAGE REPORT
January 2017

Vehicle	M-1 Det. Car 2007 Impala	M-4 Chief 2007 Impala	M-5 2014 Impala	M-6 K-9 2012 Impala	M-7 2013 Impala	M-8 2016 Ford	M-9 2012 Impala	M-11 Unmarked	M-10 Suv 2015 Ford			
Ending Mileage	121,630	142,494	76,261	110,395	100,295	5,777	113,403	148,312	35,311			
Starting Mileage	120,393	141,696	74,177	109,583	97,308	4,461	111,604	146,584	34,144			
TOTAL MILEAGE FOR MONTH	1237	798	2084	812	2987	1316	1799	1728	1167			
TOTAL MILEAGE FOR SQUADS =	13928											

Submitted by: Denise Westland