

Posted: 9/6/2017

REGULAR CITY COUNCIL MEETING
September 11, 2017, 7:00 P.M.
Marengo City Hall, 132 East Prairie Street

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Special Presentation** –Swearing in of new police officer – Tania Hernandez
5. **Public Participation** (Interested parties are invited to speak for two minutes. Any person wishing to address the City Council must approach the podium, be recognized by the Mayor, and provide their name for the record. Anyone wishing to speak may be asked but not required to provide their address.)
6. **Approval of Minutes:** August 28, 2017 regular meeting minutes
7. **Approval of the List of Bills**
8. **New Business**
 - a. Presentation of the annual Marengo cemetery report for Fiscal Year 16/17
 - b. Request for Direction and Discussion on an Ordinance Approving and Authorizing the Execution of a TIF Increment Financing District Incremental Revenue Redevelopment Agreement Between the City of Marengo and S&V Property LLC in an amount not to exceed the principal sum of \$550,000
 - c. Motion to accept and authorize the Mayor to sign an Agreement with Aerator Solutions Regarding a Trial Use of an EcoJet Direct Drive Mixer with an Option to Purchase or Lease at the End of Said Trial Period which option would be exercised by future action by the City Council
 - d. Motion to waive advertising for bids and to accept a proposal from Layne Christensen, dated August 31, 2017 in the sum of \$32,383, for Well #7 Rehabilitation Project, as an amendment of it current Professional Services Agreement dated November 28, 2016
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
August 28, 2017**

CALL TO ORDER

Mayor John Koziol called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE

Mayor Koziol led everyone in the Pledge of Allegiance.

ROLL CALL

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

SPECIAL PRESENTATION

*Recognition of Marengo Community High School Indians Softball Team
On Winning the 2017 Class 3A State Championship*

Mayor Koziol presented certificates to the coach and team from the 2017 MCHS Indians Softball Team, acknowledging their winning the 2017 Class 3A State Championship. Coach Nance and twelve members of the team were present this evening.

PUBLIC PARTICIPATION

A resident questioned the Council on the number of police currently employed by the City. He is concerned that the police force is understaffed. (Mayor Koziol stated that this has been discussed recently, and it is a priority to increase the number of officers.) Another resident expressed concern about vehicles not stopping when exiting the parking lot at Dollar General, onto Shady Lane (Chief Solarz indicated that he would speak with Dollar General about possible changes to the sign. Since this is private party, Dollar General would have to make any changes.)

APPROVAL OF MINUTES – August 14, 2017 Regular meeting minutes

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to approve the August 14, 2017 Regular meeting Minutes, with a correction on page 2 (Dan Streit – not Ben Street). The aldermen voted as follows:

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

APPROVAL OF LIST OF BILLS

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

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

NEW BUSINESS

a. Authorization to Accept Health Insurance and Benefits Renewal Proposal for 2017/2018

Finance Director Snelten introduced Kathleen Smith and Christina Candelora. They are with InvisionBenefit. The renewal of the health insurance shows a decreased in premium of .58%. This saves the City \$2,604. The dental coverage, which was with MetLife, is being proposed to switch to BC/BS, which is 26.63% lower in cost. If the City combines the medical and dental, there would be an additional .5% decrease in the medical premium. There is an increase this year on the group life/ad&d, and voluntary life insurance premiums of 8.9% - or \$325 annually. InvisionBenefit recommends staying with Vision Service Plan for the vision coverage, as a flat renewal was offered. The EAP (Employee Assistance Program) which is through ComPsych will again be \$2,275. The total savings on the renewal package is \$49,360.

Alderman Nicole DeBoer made a motion, seconded by Alderman Michael Smith, to accept the Health Insurance and Benefits Renewal Proposal for 2017/2018. The aldermen voted as follows:

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

b. Action on an Ordinance Granting a Special Use to Allow Outside Display of Inventory and Sales of Motor Vehicle and Operation of Moving and Storage Business and Truck and Storage Unit Rentals – 1405 N. State Street

Assistant City Administrator Blakemore reviewed the request for a Special Use at the 1405 N State Street location. The PZC recommended the proposal as outlined in the documents. The Council recommended amending the 60 day time frame to install berm or wall, along 8th Avenue, to 90 days. This special use would be restricted to CJP Enterprises, LLC, which is the owner of the property.

Alderman Nicole DeBoer made a motion, seconded by Alderman Mike Miller, to approve an Ordinance granting a Special Use to allow display of inventory and sales of motor vehicles and storage business and truck and storage unit rentals at 1405 N. State Street, with a change on Section 2 – h “Owner shall install the berm or wall within 90 days maximum of adoption of this Ordinance by City Council.”

The aldermen voted as follows:

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

c. Presentation and Request for Direction on Potential Solar Farm West of Johnson Road and South of Route 20 – SunEast Development and Enel Green Energy

Assistant City Administrator Blakemore opened the discussion on the potential development East of Marengo on Johnson Road, incorporating 116 acres of land. The project would require annexation of the property into the City, and thereby also requiring a concurrent amendment to the City’s Zoning Ordinance. Attorney Jay Filler is working with the group, and introduced the representatives from SunEast Development and Enel Green Energy. They are Reed Wills the SunEast Development Manager,

Trisha Elizando with Energy Renewal Partners, Chuck McLaughlin from SunEast Development, and Christopher Harvey with Enel Green Power. Mr. Wills addressed the Council on their prior history with solar energy farms, and their thoughts and ideas for the Marengo project. The general consensus of the Council was favorable on this project.

d. 1st Quarter Budget Report for FY 2017/2018

Finance Director Snelten reviewed the report with the Council, reviewing the various revenue and expense items. There is an amendment to the report, now showing comments in the far right column. (The Council liked this change.) The average percentage at this time is 25% which is where it should be. The few items that exceed that percentage are due to "one time" expenditures.

e. Action on a Letter of Agreement Between the City of Marengo and Illinois Labor Council Regarding Scheduling and Requests for Time Off

Chief Solarz explained what prompted the LOA being presented. This agreement will require persons changing requested time off, to cancel 5 days prior to the requested time.

Alderman Nicole DeBoer made a motion, seconded by Alderman Michael Smith, to approve the Letter of Agreement between the City of Marengo and the Illinois Labor Council regarding scheduling and requests for time off. The aldermen voted as follows.

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

Nays: 0

Absent: Hall

The motion passed.

MAYOR'S STATEMENTS AND REPORTS

Mayor Koziol had no report this evening.

DEPARTMENT HEAD AND STAFF REPORTS

Assistant City Administrator Joshua Blakemore reported that there is a meeting on Sept. 5, 2017 at McHenry County Administration Building regarding the possible consolidation of polling places. He should have the TIF Agreement information ready for the Sept. 11, 2017 Regular Council meeting. He updated the Council with the latest that is happening on the 300 West LLC / Arnold Engineering water line project. There is a proposed start date of that project of Sept. 5, 2017. The City has not yet received a deposit for HR Green Engineering services. Josh has contacted Senator Althoff on what is happening on this, as she has requested to be kept in the loop. He has also contacted the Attorney General's Office on what is occurring. The recent open house that was held on the toll way project was well attended, 66 signed in that evening, with representatives from IDOT, representatives from McHenry County, McHenry County EDC, and toll way representatives.

Finance Director Jennifer Snelten, in her capacity as H.R., addressed the question asked during the Public Participation on the number of police officers currently employed by the City of Marengo. There are 14 currently – 1 Chief of Police – 3 Sergeants – 10 Patrolmen (which does include the new hire). The total number of officers as not changed in several years.

Public Works Director Howard Moser spoke about the delay that has occurred with the culvert project on Prospect Street. They are waiting on the flared ends to be delivered. He talked briefly about the meeting with the downtown business owners, and the need for ADA compliant ramps in the downtown area. He is in the process of getting quotes for the project. The milling on Prairie Street – West of Route 23 – should be completed by the end of this week, with the paving of that area scheduled for Sept. 1, 2017.

Chief of Police Rich Solarz updated the Council on the status of Officer McGinley. He has almost completed his training. A new hire, Tania Hernandez, will be completing the hiring process shortly. Marengo has borrowed the McHenry County Sheriff's speed trailer and it is being positioned in various areas around town. The bikes that are at the City garage are being auctioned, and that is progressing. He also stated the PD was busy this past weekend handling a couple of drug overdoses.

City Engineer Tim Hartnett reported that the Deerpass Sub-Division street work is complete, and the project actually came in under cost. This saved the City \$2,660.00. He spoke about the diversion ditch that starts in Union, and explained the origins of when it was built, and by whom. He is looking to set up a meeting with all the entities possibly involved to try and solve problems that are occurring. They are in contact with the DNR and the Army Corp of Engineers.

City Attorney Carlos Arevalo had submitted a report to the Council on questions that could be asked in open session, as well as those that may not be. If any of the Council has questions, please contact him.

REPORTS AND STATEMENTS FROM CITY COUNCIL

Alderman Michael Smith thanked the Police Department for placing the speed trailer in his neighborhood. Alderman Nicole DeBoer thanked Public Works Director Howard Moser for getting on the crosswalk striping. She also thanked Carrie Risse for helping with the weed problem downtown.

ADJOURNMENT

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to adjourn the meeting. The motion passed with a voice vote. The meeting adjourned at 8:32 PM.

Constance J. Boxleitner
City Clerk

The City Council approved these minutes on _____.

#7
(Bills List)

AGENDA SUPPLEMENT

To: Mayor & City Council

From: Anna Leyrer, Deputy City Clerk

For: September 11, 2017 Regular City Council Meeting

Re: Peter Baker and Son Payment Request

Please find attached a letter and invoice from HR Green requesting payment to Peter Baker and Son for the completion on the Deerpass Estates Unit 6 resurfacing project.

The payment for the invoice of \$61,664.90 was split to use up the remaining funds that Deerpass Estates Unit 6 has in their letter of credit, which is \$18,105.37, and the remaining \$43,559.53 is being paid out of General Fund-Streets. This is a non-budgeted item and therefore will come out of the fund balance.

Staff recommends approving payment to Peter Baker and Son in the amount of \$61,664.90 for completion of the Deerpass Estates Unit 6 resurfacing.



▷ 420 North Front Street | Suite 100 | McHenry, IL 60050
Main 815.385.1778 + Fax 815.385.1781

▷ HRGREEN.COM

RECEIVED
SEP - 6 2017
BY: _____

August 28th, 2017

Mr. Howard Moser
Public Works Director
City of Marengo
132 E. Prairie Street
Marengo, IL 60152

Re: Payment #1: Marengo Subdivision Resurfacing - Deerpass Estates Unit 6
HR Green Job No.: 86160153.01

Dear Mr. Moser:

We have received a request for payment from Peter Baker and Son Co. for work completed on the above referenced project. The quantities submitted on Peter Baker's Pay Application match with the measurements we have gathered in the field and are in general conformance with the plans and specifications and consistent with their proposal and contractual agreement.

We recommend that the City Council approve a payment in the amount of **Sixty One Thousand Six Hundred Sixty Four and 90/100 dollars (\$61,664.90)** to the contractor, Peter Baker and Son Co.

Should you have any questions or need additional information, please contact me at thartnett@hrgreen.com or at 815.759.8328.

Sincerely,

HR GREEN, INC.

Timothy J. Hartnett
Vice President/ Practice Leader
Governmental Services-Midwest

TJH/CMC/

atts

cc: Mr. Josh Blakemore, City of Marengo
Ms. Anna Leyrer, City of Marengo
Ms. Megan Lopez, City of Marengo
Mr. Joshua Schmitt, H.R. Green, Inc.

61664.90
18105.37 - 22-215.000

\$43,559.53

Progress Billing Invoice

*Peter Baker
& Son Co.*

From: Peter Baker & Son Co.
P.O. Box 187
Lake Bluff, IL 60044

Invoice #: 17370.01F

FINAL

Date: 08/24/17

Application #: 1

Customer Reference: 17-00000-03-GM

To: City Of Marengo
132 E. Prairie
Marengo, IL 60152

Invoice Due Date: 09/23/17

Payment Terms: Net 30

Contract: 17370- MARENGO - DEERPASS UNIT 6 SUBDIVISION 2017 RESURFACING

FINAL - NO RETENTION

SEC: 17-00000-03-GM

VARIOUS ROADS

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1	BIT MATLS (TACK COAT)	35.37	3,537.00	3,537.00	3,537.00	LBS	0.01	35.37	35.37	100.00%
2	HMA SC "D" N50	43,200.00	720.00	690.00	690.00	TON	60.00	41,400.00	41,400.00	95.83%
3	HMA SURF REM BUTT JT	256.00	128.00	74.00	74.00	SY	2.00	148.00	148.00	57.81%
4	HMA SURF REM VD 0" TO 1-1/4"	6,880.00	3,440.00	3,065.00	3,065.00	SY	2.00	6,130.00	6,130.00	89.10%
5	DRAINAGE & UTILITY STRUC ADJ	350.00	1.00	1.00	1.00	EA	350.00	350.00	350.00	100.00%
6	BIT MATLS (TACK COAT)	7.88	788.00	788.00	788.00	LBS	0.01	7.88	7.88	100.00%
7	HMA SC "D" N50	10,808.00	160.00	164.00	164.00	TON	67.55	11,078.20	11,078.20	102.50%
8	HMA SURF REM VD 0" TO 1-1/4"	2,086.20	732.00	637.00	637.00	SY	2.85	1,815.45	1,815.45	87.02%
9	DRAINAGE & UTILITY STRUC ADJ	700.00	2.00	2.00	2.00	EA	350.00	700.00	700.00	100.00%
		64,323.45						61,664.90	61,664.90	

	This Period	Amount to Date
Total Billed	61,664.90	61,664.90
Sales Tax	0.00	0.00
Less Retainge @ 0.0000%	0.00	0.00
Balance	61,664.90	61,664.90
Less Previous Payments		0.00
Total Amount Due	61,664.90	61,664.90

FINAL WAIVER

PB# 17370

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by CITY OF MARENGO to furnish BITUMINOUS ASPHALT PAVING for DEERPASS UNIT 6 RESURFACING - SEC: 17-00000-03-GM located at VARIOUS ROADS & STREETS IN SUBDIVISION of which CITY OF MARENGO is the owner.

The undersigned, for and in consideration of Sixty One Thousand Six Hundred Sixty Four Dollars and Ninety Cents (\$ 61,664.90) Dollars, and other good and valuable considerations, the receipt whereof is here by acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS*

DATE 08/24/17

COMPANY NAME PETER BAKER & SON CO.

ADDRESS PO BOX 187, LAKE BLUFF, IL 60044-0187

SIGNATURE AND TITLE

Handwritten signature of Arthur M. Baker II

PRESIDENT

Arthur M. Baker II - President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) ARTHUR M. BAKER, II BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF
(COMPANY NAME) PETER BAKER & SON CO. WHO IS THE
CONTRACTOR FURNISHING BITUMINOUS ASPHALT PAVING WORK ON THE BUILDING
LOCATED AT VARIOUS ROADS & STREETS IN SUBDIVISION
OWNED BY CITY OF MARENGO

That the total amount of the contract including extras* is \$ 61,664.90 on which PETER BAKER & SON CO. has received payment of \$ - prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of the said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or such contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Table with 6 columns: Names & Addresses, What For, Contract Price Including Extras *, Amount Paid, This Payment, Balance Due. Row 1: PETER BAKER & SON CO., BIT ASPHALT PAVING, \$ 61,664.90, \$ -, \$ 61,664.90, \$ -. Includes a total row at the bottom.

ALL MATERIALS TAKEN FROM FULLY PAID STOCK. ALL LABOR AND BENEFITS PAID IN FULL.
WE MANUFACTURE OUR OWN BITUMINOUS ASPHALT MATERIALS. OUR PRINCIPAL SUPPLIERS ARE: THELEN SAND & GRAVEL AND TRISTATE ASPHALT

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

DATE 08/24/17

SIGNATURE AND TITLE

Handwritten signature of Arthur M. Baker II

PRESIDENT

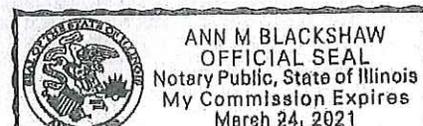
Arthur M. Baker II - President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF AUGUST, 2017

NOTARY PUBLIC
State of Illinois

Handwritten signature of Notary Public

My Commission Expires March 24, 2021



#7

CITY OF MARENGO

BOARD MEETING: 09/11/17

BILLS PAYABLE REPORT FOR SEPTEMBER, 2017

PAGE: 1

WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$11,486.67
724126-09 SEPTEMBER 2017 MEDICAL INSURANCE PLAN PREMIUMS/EMPLOYEE SHARE	01-208-000	11,486.67
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$323.55
F015934-09 SEPTEMBER 2017 LIFE INSURANCE PLAN PREMIUMS/VOLUNTARY EMPLOYEE SHARE	01-208-002	323.55
METLIFE (1369)		\$990.69
KM05911825-09 SEPTEMBER 2017 DENTAL INSURANCE PLAN PREMIUMS/EMPLOYEE SHARE	01-208-000	990.69
VISION SERVICE PLAN OF ILLINOIS (2199)		\$136.24
12222915-12 SEPTEMBER 2017 VISION INSURANCE PLAN PREMIUMS/EMPLOYEE SHARE	01-208-000	136.24
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$12,937.15
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$3,045.66
724126-09 SEPTEMBER 2017 MEDICAL INSURANCE PLAN PREMIUMS/CITY SHARE	01-51-403.00	3,045.66
CHARTER COMMUNICATIONS (380)		\$247.10
824511663007162 ACCOUNT 82451166300716217/13-8/12/17 PHONE SERVICE	01-51-523.00	247.10
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$45.14
F015934-09 SEPTEMBER 2017 LIFE INSURANCE PLAN PREMIUMS/CITY SHARE	01-51-403.00	45.14
FIRST NATIONAL BANK OF OMAHA (2575)		\$120.67
016762 SHELL GAS STATION/BAG OF ICE FOR TOLLWAY OPEN HOUSE	01-51-580.00	2.00
335952 DOLLAR GENERAL/CLEANING SUPPLIES	01-51-565.01	13.48
900322 MICROSOFT/OFFICE 365 SUBSCRIPTION	01-51-523.01	105.19
HINCKLEY SPRINGS (2998)		\$26.87
14457314 082517 WATER DELIVERY	01-51-565.01	26.87
LCR COMPUTER SERVICES, INC. (2696)		\$350.00
7564 9/1/17-8/31/18 WEBSITE AND EMAIL HOSTING	01-51-523.01	350.00
METLIFE (1369)		\$415.38
KM05911825-09 SEPTEMBER 2017 DENTAL INSURANCE PLAN PREMIUMS/CITY SHARE	01-51-403.00	415.38
OFFICE DEPOT (1575)		\$46.75
954461078001 COPY PAPER AND CALCULATOR TAPE RIBBON	01-51-565.01	46.75
SCOTT HEALTH AND SAFETY (2337)		\$1,733.06
SLS 1306871 COMPONENT FOR GAS DETECTION SYSTEM	01-51-435.05	1,733.06
VISION SERVICE PLAN OF ILLINOIS (2199)		\$52.40
12222915-12 SEPTEMBER 2017 VISION INSURANCE PLAN PREMIUMS/CITY SHARE	01-51-403.00	52.40
VERIZON WIRELESS (2787)		\$154.18
687248174-00001 7/16-8/16/17 SERVICE	01-51-523.00	154.18
TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES		\$6,237.21
<u>POLICE DEPARTMENT EXPENDITURES</u>		
AT&T (109)		\$258.38
815Z040047651 8/16-9/15/17 SERVICE/RADIO CIRCUIT/PD TO WATER TOWER	01-52-523.00	258.38
BLUE CROSS BLUE SHIELD (228)		\$14,056.16
724126-09 SEPTEMBER 2017 MEDICAL INSURANCE PLAN PREMIUMS/CITY SHARE	01-52-403.00	14,056.16
CHARTER COMMUNICATIONS (380)		\$229.92
824511663000123 ACCOUNT 8245116630001230/ 9/1-9/30/17 INTERNET SERVICE	01-52-523.00	49.98
824511663000123 ACCOUNT 8245116630001230/ 9/1-9/30/17 PHONE SERVICE	01-52-523.00	179.94

CITY OF MARENGO

BOARD MEETING: 09/11/17

BILLS PAYABLE REPORT FOR SEPTEMBER, 2017

PAGE: 2

WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>POLICE DEPARTMENT EXPENDITURES</u>		
CINTAS CORPORATION #355 (411) 355428247 FLOOR MATS	01-52-510.00	\$76.85 76.85
DEARBORN NATIONAL LIFE INSURANCE CO (718) F015934-09 SEPTEMBER 2017 LIFE INSURANCE PLAN PREMIUMS/CITY SHARE	01-52-403.00	\$156.03 156.03
MSC - 410526 (579) 1000652075 CLEANING SUPPLIES	01-52-565.02	\$33.35 7.50
1000657474 KITCHEN AND CLEANING SUPPLIES	01-52-565.02	25.85
FIRST NATIONAL BANK OF OMAHA (2575) 912987 TASER INTERNATIONAL/TASER CARTRIDGE	01-52-430.00	\$135.48 135.48
HINCKLEY SPRINGS (2998) 14457314 082517 WATER DELIVERY	01-52-565.02	\$80.41 80.41
HYPERSTITCH, INC. (948) 21176 UNIFORMS/MEGAN BURKE	01-52-469.00	\$168.00 168.00
LINDSAY AUTO PARTS, INC. (1204) 985762 SPOTLIGHT BULBS/M8 & M10	01-52-511.00	\$36.64 33.12
987143 PTEX	01-52-511.00	3.52
METLIFE (1369) KM05911825-09 SEPTEMBER 2017 DENTAL INSURANCE PLAN PREMIUMS/CITY SHARE	01-52-403.00	\$929.68 929.68
NORTH EAST MULTI-REGIONAL TRAINING (1531) 223618 BREATH ANALYSIS TRAINING/MCGINLEY	01-52-430.00	\$125.00 125.00
OFFICE DEPOT (1575) 954461078001 COPY PAPER	01-52-565.02	\$39.26 39.26
VISION SERVICE PLAN OF ILLINOIS (2199) 12222915-12 SEPTEMBER 2017 VISION INSURANCE PLAN PREMIUMS/CITY SHARE	01-52-403.00	\$143.40 143.40
VERIZON WIRELESS (2787) 687248174-00001 7/16-8/16/17 SERVICE	01-52-523.00	\$209.22 209.22
TOTAL POLICE DEPARTMENT EXPENDITURES		\$16,677.78
<u>STREET DEPARTMENT EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228) 724126-09 SEPTEMBER 2017 MEDICAL INSURANCE PLAN PREMIUMS/CITY SHARE	01-53-403.00	\$5,054.64 5,054.64
CHARTER COMMUNICATIONS (380) 824511663000144 ACCOUNT 8245116630001446/9/1-9/30/17 PHONE SERVICE	01-53-523.00	\$59.98 59.98
CINTAS CORPORATION #355 (411) 355426772 UNIFORMS	01-53-469.00	\$537.84 101.01
355428248 SAFETY T-SHIRTS	01-53-469.00	133.80
355429738 UNIFORMS	01-53-469.00	101.01
355432721 UNIFORMS	01-53-469.00	101.01
355435713 UNIFORMS	01-53-469.00	101.01
COMED (438) 1488129005 6/16-7/18/17 SERVICE/STREET LIGHTING/STREET LIGHTS OWNED BY COMED/RENTAL, MAINTENANCE & USAGE CHARGE	01-53-527.00	\$6,983.12 6,541.06
2891090021 6/13-7/13/17 SERVICE/STREET LIGHTING/CITY OWNED STREET LIGHTS/ELECTRIC USAGE CHARGES	01-53-527.00	442.06
COMED (439) 2361160029 6/13-7/12/17 SERVICE/STREET LIGHTING/CITY LOT #2/ELECTRIC USAGE CHARGES	01-53-527.00	\$28.91 28.91

CITY OF MARENGO

BOARD MEETING: 09/11/17

BILLS PAYABLE REPORT FOR SEPTEMBER, 2017

PAGE: 3

WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>STREET DEPARTMENT EXPENDITURES</u>		
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$50.98
F015934-09 SEPTEMBER 2017 LIFE INSURANCE PLAN PREMIUMS/CITY SHARE	01-53-403.00	50.98
HICKSGAS WOODSTOCK (2437)		\$37.38
040076 PROPANE/PAVER	01-53-567.00	37.38
LINDSAY AUTO PARTS, INC. (1204)		\$91.58
983527 BELTS FOR DRILL PRESS	01-53-511.00	14.62
983669 TIRE PLUG	01-53-511.00	9.99
983763 HYDRAULIC HOSES & FITTINGS/FRONT END LOADER	01-53-512.00	63.09
985159 CREDIT- RETURN OF PARTS	01-53-511.00	-51.00
985391 V-BELT/T4	01-53-511.00	44.98
985938 CREDIT/TAX	01-53-511.00	-0.06
986305 SOCKET SET	01-53-593.00	9.96
LINDSAY METAL MADNESS (3043)		\$12.21
1256 C CHANNEL SUPPORT BAR/T4	01-53-511.00	12.21
METLIFE (1369)		\$446.34
KM05911825-09 SEPTEMBER 2017 DENTAL INSURANCE PLAN PREMIUMS/CITY SHARE	01-53-403.00	446.34
NEENAH FOUNDRY COMPANY (1498)		\$122.00
233944 ADJUSTING RING/DRAIN ON JAQUELYN CT.	01-53-525.00	122.00
NEWMAN TRAFFIC SIGNS (1508)		\$30.02
TI-0313005 STREET NAME SIGN	01-53-513.01	30.02
PETER BAKER & SON (150)		\$43,559.53
17370.01F DEERPASS ESTATES UNIT 6 RESURFACING	01-53-513.02	43,559.53
TERMINAL SUPPLY CO. (2069)		\$217.80
46306-00 O-RINGS, BRAKE CLEANER, SCREWS, AND GREASE FITTINGS/STOCK	01-53-511.00	217.80
VISION SERVICE PLAN OF ILLINOIS (2199)		\$64.83
12222915-12 SEPTEMBER 2017 VISION INSURANCE PLAN PREMIUMS/CITY SHARE	01-53-403.00	64.83
VERIZON WIRELESS (2787)		\$264.24
687248174-00001 7/16-8/16/17 SERVICE	01-53-523.00	264.24
TOTAL STREET DEPARTMENT EXPENDITURES		\$57,561.40
<u>PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES</u>		
BRAUN THYSSENKRUPP ELEVATOR (262)		\$255.59
131048 QUARTERLY EXAM & SERVICE CHARGE	01-54-518.00	255.59
CHARTER COMMUNICATIONS (380)		\$143.85
824511663000144 ACCOUNT 8245116630001446/9/1-9/30/17 INTERNET SERVICE	01-54-526.03	69.98
8245116630007162 ACCOUNT 8245116630021790/8/16-9/15/17 INTERNET SERVICE	01-54-526.03	73.87
CINTAS CORPORATION #355 (411)		\$85.65
355428247 FLOOR MATS	01-54-510.00	85.65
COMED (438)		\$22.87
2796543007 6/13-7/12/17 SERVICE/109 E. WASHINGTON	01-54-526.03	22.87
JOHN HELLYER (879)		\$700.00
032017 TREE AND STUMP REMOVAL/WASHINGTON & CLARK	01-54-588.04	700.00
TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		\$1,207.96

CITY OF MARENGO

BOARD MEETING: 09/11/17

BILLS PAYABLE REPORT FOR SEPTEMBER, 2017

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GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
CHARTER COMMUNICATIONS (380)		\$86.23
824511663000144 ACCOUNT 8245116630001446/9/1-9/30/17 PHONE SERVICE	01-55-523.00	86.23
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$4.64
F015934-09 SEPTEMBER 2017 LIFE INSURANCE PLAN PREMIUMS/CITY SHARE	01-55-403.00	4.64
HINCKLEY SPRINGS (2998)		\$43.34
14457314 082517 WATER DELIVERY	01-55-565.00	43.34
OFFICE DEPOT (1575)		\$64.99
954461078001 COPY PAPER AND STENO PADS	01-55-565.00	45.20
954461788001 PAID STAMPER	01-55-565.00	19.79
VERIZON WIRELESS (2787)		\$85.71
687248174-00001 7/16-8/16/17 SERVICE	01-55-523.00	85.71
TOTAL BUILDING DEPARTMENT EXPENDITURES		\$284.91
<u>RESERVES EXPENDITURES</u>		
HD SUPPLY WATERWORKS, LTD. (872)		\$5,719.40
H656488 CULVERT PIPE/PROSPECT STREET	01-59-799.00	5,719.40
TOTAL RESERVES EXPENDITURES		\$5,719.40

GENERAL CORPORATE FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	12,937.15
51	ADMINISTRATION DEPARTMENT	6,237.21
52	POLICE DEPARTMENT	16,677.78
53	STREET DEPARTMENT	57,561.40
54	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	1,207.96
55	BUILDING DEPARTMENT	284.91
59	RESERVES	5,719.40
	TOTAL GENERAL CORPORATE FUND EXPENDITURES	100,625.81

CITY OF MARENGO

BILLS PAYABLE REPORT FOR SEPTEMBER, 2017

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MOTOR FUEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ALLIED ASPHALT PAVING COMPANY (2496)		\$135.24
211183 HOT MIX ASPHALT	20-00-713.01	135.24
PETER BAKER & SON (150)		\$3,607.02
17136 HOT MIX ASPHALT	20-00-713.01	3,607.02
TOTAL MOTOR FUEL TAX FUND EXPENDITURES		\$3,742.26

CITY OF MARENGO

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RETAINED PERSONNEL FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
PETER BAKER & SON (150)		\$18,105.37
17370.01F DEERPASS ESTATES UNIT 6 RESURFACING	22-215-000	18,105.37
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$18,105.37

RETAINED PERSONNEL FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	18,105.37
	TOTAL RETAINED PERSONNEL FUND EXPENDITURES	18,105.37

CITY OF MARENGO

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WATER & SEWER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>WATER DEPARTMENT EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$1,253.63
724126-09 SEPTEMBER 2017 MEDICAL INSURANCE PLAN PREMIUMS/CITY SHARE	30-70-403.00	1,253.63
CHARTER COMMUNICATIONS (380)		\$33.73
824511663000144 ACCOUNT 8245116630001446/9/1-9/30/17 PHONE SERVICE	30-70-523.00	33.73
CINTAS CORPORATION #355 (411)		\$130.65
355426772 UNIFORMS	30-70-469.00	24.30
355428248 SAFETY T-SHIRTS	30-70-469.00	33.45
355429738 UNIFORMS	30-70-469.00	24.30
355432721 UNIFORMS	30-70-469.00	24.30
355435713 UNIFORMS	30-70-469.00	24.30
COMED (438)		\$307.64
2512078001 6/8-7/10/17 SERVICE/416 STEVENSON	30-70-526.00	170.36
3279033030 6/17-7/19/17 SERVICE/0 BRIDEN DR	30-70-526.00	73.04
3812080106 6/17-7/19/17 SERVICE/240 N. PROSPECT	30-70-526.00	64.24
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$16.68
F015934-09 SEPTEMBER 2017 LIFE INSURANCE PLAN PREMIUMS/CITY SHARE	30-70-403.00	16.68
DEBT SERVICE FUND (532)		\$22,265.67
SEPTEMBER 2017 TRANSFER TO DEBT SERVICE FUND	30-70-587.00	22,265.67
METLIFE (1369)		\$186.76
KM05911825-09 SEPTEMBER 2017 DENTAL INSURANCE PLAN PREMIUMS/CITY SHARE	30-70-403.00	186.76
PDC LABORATORIES, INC (3138)		\$22.60
873274 WATER SAMPLE TESTING	30-70-638.00	22.60
VISION SERVICE PLAN OF ILLINOIS (2199)		\$23.55
12222915-12 SEPTEMBER 2017 VISION INSURANCE PLAN PREMIUMS/CITY SHARE	30-70-403.00	23.55
VERIZON WIRELESS (2787)		\$99.04
687248174-00001 7/16-8/16/17 SERVICE	30-70-523.00	99.04
TOTAL WATER DEPARTMENT EXPENDITURES		\$24,339.95
<u>SANITARY & WASTEWATER DEPARTMENT EXPENDITURES</u>		
A.A. ANDERSON, INC. (82)		\$15.26
97602 WASHERS AND SOCKET SET/WWTP	30-75-593.00	15.26
ADVANCED AUTOMATION & CONTROLS (2637)		\$400.00
17-2724 SERVICE CALL/SCADA SYSTEM	30-75-635.00	400.00
BLUE CROSS BLUE SHIELD (228)		\$2,697.44
724126-09 SEPTEMBER 2017 MEDICAL INSURANCE PLAN PREMIUMS/CITY SHARE	30-75-403.00	2,697.44
CINTAS CORPORATION #355 (411)		\$391.07
355426772 UNIFORMS	30-75-469.00	72.68
355428248 SAFETY T-SHIRTS	30-75-469.00	100.35
355429738 UNIFORMS	30-75-469.00	72.68
355432721 UNIFORMS	30-75-469.00	72.68
355435713 UNIFORMS	30-75-469.00	72.68
COMED (438)		\$251.06
0588136038 6/16-7/12/17 SERVICE/800 N. STATE/LIFT STATION	30-75-526.00	251.06
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$28.59
F015934-09 SEPTEMBER 2017 LIFE INSURANCE PLAN PREMIUMS/CITY SHARE	30-75-403.00	28.59

CITY OF MARENGO

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WATER & SEWER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>SANITARY & WASTEWATER DEPARTMENT EXPENDITURES</u>		
DEBT SERVICE FUND (532)		\$22,265.67
SEPTEMBER 2017 TRANSFER TO DEBT SERVICE FUND	30-75-587.00	22,265.67
FIRST NATIONAL BANK OF OMAHA (2575)		\$304.00
296201 AT&T/IVERSE PAYMENT WWTP/6/13-8/12/17	30-75-523.00	139.00
693407 PAYPAL/FOX VALLEY OPERATORS ASSOCIATION/ TRAINING/EVERTSEN, MANGUM & MOSER	30-75-430.00	165.00
FISHER AUTO PARTS (3126)		\$38.93
325-400048 BALL JOINT/T71	30-75-511.00	38.93
HINCKLEY SPRINGS (2998)		\$28.15
14457314 082517 WATER DELIVERY	30-75-565.01	28.15
ILLINOIS OFFICE OF THE STATE FIRE MARSH (2413)		\$100.00
9580948 BOILER INSPECTION/WWTP	30-75-511.01	100.00
LEE JENSEN SALES CO., INC. (1083)		\$588.00
169658 HOSE RENTAL/STEVENSON LIFT STATION BYPASS	30-75-593.00	588.00
LIBERTY PROCESS EQUIPMENT, INC. (2430)		\$4,469.00
0069078-IN REPAIR OF MOYNO PUMP	30-75-511.02	4,469.00
LINDSAY AUTO PARTS, INC. (1204)		\$177.31
985161 BATTERIES FOR FORKLIFT & SOCKET SET	30-75-511.02	109.33
985175 JACKSTAND ASSEMBLY/GENERATOR	30-75-511.02	49.99
985176 GENERATOR STAND	30-75-511.02	17.99
METLIFE (1369)		\$193.07
KM05911825-09 SEPTEMBER 2017 DENTAL INSURANCE PLAN PREMIUMS/CITY SHARE	30-75-403.00	193.07
PDC LABORATORIES, INC (3138)		\$1,217.00
873273 LAB SAMPLE TESTING	30-75-635.00	1,217.00
VISION SERVICE PLAN OF ILLINOIS (2199)		\$35.88
12222915-12 SEPTEMBER 2017 VISION INSURANCE PLAN PREMIUMS/CITY SHARE	30-75-403.00	35.88
VERIZON WIRELESS (2787)		\$159.64
687248174-00001 7/16-8/16/17 SERVICE	30-75-523.00	159.64
TOTAL SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		\$33,360.07

WATER & SEWER FUND RECAP

CODE	DESCRIPTION	AMOUNT
70	WATER DEPARTMENT	24,339.95
75	SANITARY & WASTEWATER DEPARTMENT	33,360.07
	TOTAL WATER & SEWER FUND EXPENDITURES	57,700.02

CITY OF MARENGO

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BILLS PAYABLE REPORT FOR SEPTEMBER, 2017

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SPECIAL SERVICE AREA #2 FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ARCH CHEMICALS, INC. (3147)		\$4,737.00
93067102 4 DIFFUSER ROTARY VANE AERATION SYSTEM & FLOATING WEED TREATMENT/INDIAN TRAILS	58-00-780.00	4,737.00
TOTAL SPECIAL SERVICE AREA #2 FUND EXPENDITURES		\$4,737.00

CITY OF MARENGO

BOARD MEETING: 09/11/17

BILLS PAYABLE REPORT FOR SEPTEMBER, 2017

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SUMMARY ALL FUNDS

BANK ACCOUNT	BANK	DESCRIPTION	AMOUNT	
01-102-000	01	GENERAL CORPORATE FUND-CASH IN BANK	100,625.81	*
20-102-000	20	MOTOR FUEL TAX FUND-CASH IN BANK	3,742.26	*
22-102-000	22	RETAINED PERSONNEL FUND-CASH IN BANK	18,105.37	*
30-102-000	30	WATER & SEWER FUND-CASH IN BANK	57,700.02	*
58-102-000	58	SPECIAL SERVICE AREA #2 FUND-CASH IN BANK	4,737.00	*
TOTAL ALL FUNDS			184,910.46	**

#8a

MARENGO CEMETERY BOARD OF MANAGERS

MARENGO, ILLINOIS

TO: Mayor John Koziol, City Council Members, and Josh Blakemore
 FROM: Cemetery Board of Managers
 DATE: August 30, 2017
 RE: Cemetery Annual Report

Enclosed please find the Marengo City Cemetery's annual report for fiscal year 5/01/16 – 4/30/17. In summary, compared to prior fiscal year 2015-2016, income was up \$12,800. Most of this was due to an increase in the number of grave openings which resulted in an additional \$8,450 and an increase in lots and perpetual care sold of \$4,200. Expenses were as expected, with the exception of the grave openings increase of \$5,025. We ended with a loss of \$14,880 compared to a loss of \$40,795 in the prior fiscal year 2015-2016.

We have updated the current year 2017-2018 budget to include the \$10,000 tax levy previously approved by the city and we are still projecting a loss of \$28,250. We are working on the 2018-2019 budget to include the tax levy of \$15,000 and looking ahead to 2019-2020 where we will receive \$20,000, as approved at the 11/14/16 City Council Meeting. The Cemetery Board continues to explore opportunities to reduce the deficit each year. While we have eliminated some expenses, other new ones have come up. We will continue our endeavor to control costs and increase revenue where and when circumstances allow.

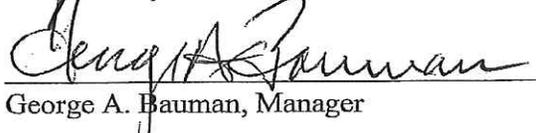
If anyone has any questions, please contact one of our Board Members.

Submitted by:


 Carole J. Bartman, Board Member


 Brittany L. Richardson, Board Member


 James Zenk, Board Member


 George A. Bauman, Manager

Marengo City Cemetery

COMPARATIVE FINANCIAL INFORMATION

Year Ending	4/30/2011	4/30/2012	4/30/2013	4/30/2014	4/30/2015	4/30/2016	4/30/2017
Income							
Lots Sold	\$5,250.00	\$4,125.00	\$6,000.00	\$1,875.00	\$7,975.00	\$3,800.00	\$7,125.00
Perpetual Care Sold	\$1,750.00	\$1,375.00	\$2,000.00	\$625.00	\$2,125.00	\$1,000.00	\$1,875.00
Interest Income	\$18,436.59	\$11,933.30	\$11,942.76	\$5,427.16	\$1,683.93	\$14,813.45	\$16,883.28
Grave Opening Charges	\$21,000.00	\$18,375.00	\$13,450.00	\$12,125.00	\$12,000.00	\$13,375.00	\$21,825.00
City of Marengo Taxes	\$35,024.17	\$37,741.80	\$35,555.98	\$29,402.98	\$27,341.54	\$380.45	\$0.00
Rents	\$10,725.00	\$9,075.00	\$9,900.00	\$9,900.00	\$10,125.00	\$11,050.00	\$9,350.00
Miscellaneous	\$70.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$165.00
	\$92,255.76	\$82,625.10	\$78,948.74	\$59,355.14	\$61,250.47	\$44,418.90	\$57,223.28
Expenses							
Payroll	\$27,444.49	\$29,893.41	\$25,226.53	\$27,581.70	\$25,215.76	\$25,721.75	\$27,574.34
Administrative Expenses	\$8,625.00	\$8,950.00	\$13,050.00	\$14,400.00	\$14,850.00	\$15,450.00	\$15,600.00
Mowers, Repairs, Gas, etc.	\$8,354.63	\$9,778.19	\$8,023.08	\$18,445.59	\$12,607.31	\$6,112.98	\$8,525.68
Insurance and Bonds	\$2,530.00	\$2,713.00	\$2,392.00	\$3,701.00	\$4,201.00	\$3,930.00	\$1,890.00
Maintenance & Improvements	\$8,568.08	\$2,460.00	\$4,100.56	\$1,801.00	\$3,473.13	\$6,279.00	\$3,193.33
Capitol Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,750.00	\$0.00
Grave Openings	\$12,825.00	\$10,625.00	\$8,250.00	\$6,675.00	\$7,150.00	\$7,050.00	\$12,075.00
Utilities	\$3,053.95	\$2,833.33	\$2,378.01	\$2,431.39	\$2,308.93	\$2,588.01	\$2,485.35
Bank Fees	\$1,339.60	\$102.00	\$30.80	\$65.00	\$65.00	\$65.00	\$80.00
Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,117.54	\$340.74
Other Cost	\$715.26	\$1,241.21	\$1,068.50	\$1,295.70	\$2,388.70	\$150.00	\$339.82
	\$73,456.01	\$68,596.14	\$64,519.48	\$76,396.38	\$72,259.83	\$85,214.28	\$72,104.26
Profit/Loss	\$18,799.75	\$14,028.96	\$14,429.26	-\$17,041.24	-\$11,009.36	-\$40,795.38	-\$14,880.98
Investments							
General Fund	\$370,000	\$377,000	\$390,000	\$390,000	\$360,000	\$216,000	\$185,000
Perpetual Care	\$231,000	\$231,000	\$234,000	\$234,000	\$235,000	\$340,000	\$340,000
Special Investments	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000

MARENGO CEMETERY BOARD OF MANAGERS
MARENGO, ILLINOIS

5/01/17 – 4/30/18
REVISED BUDGET

INCOME:

Lot Sales (8 x \$475)	\$3,800.00
Perpetual Care Sales (8 x \$125)	1,000.00
Interest on Investments	7,000.00
Grave Openings (15 x \$775)	11,625.00
Taxes from City Levy	10,000.00
House Rent (12 x \$850)	10,200.00

TOTAL INCOME: **\$43,625.00**

EXPENSES:

Payroll	\$27,000.00
Administrative (12 x \$1300)	15,600.00
Equipment, Repairs, Gas, etc.	8,000.00
Insurance	600.00
Maintenance & Improvements (Incl. tree removal)	8,000.00
Grave Openings (15 x \$425)	6,375.00
Utilities	2,700.00
Bank Fees	0.00
Workers Comp (reimbursed to City)	2,600.00
Miscellaneous	1,000.00

TOTAL EXPENSES: **\$71,875.00**

PROJECTED LOSS **\$28,250.00**

MARENGO CEMETERY BOARD OF MANAGERS
MARENGO, ILLINOIS

Annual Report
 May 1, 2016 to April 30, 2017

INCOME:

Lots Sold (15)	7,125.00
Perpetual Care Sold (15)	1,875.00
Interest Income	16,883.28
Grave Opening Charges (32)	21,825.00
City of Marengo Taxes	0
Rents from Dwelling	9,350.00
Miscellaneous	165.00

TOTAL INCOME: **\$ 57,223.28**

EXPENSES:

Payroll	\$27,574.34
Administrative Expenses	15,600.00
Equipment, Repairs, Gas, etc.	8,525.68
Insurance	1,890.00
Maintenance & Improvements	3,193.33
Grave Openings (32)	12,075.00
Utilities	2,485.35
Bank Fees	80.00
Office Supplies	340.74
Miscellaneous	339.82

TOTAL EXPENSES: **\$72,104.26**

SUBMITTED BY: *Georgette Jannan*

APPROVED BY: *J. H. [Signature]*
Paul J. Dartman
[Signature]

RECONCILIATION OF GENERAL ACCOUNT

05/01/2016	Cash on Hand	\$17,839.23*
	Income	57,223.28
	Cash from CD	
	• 10/18/16 Prairie \$31,000.00	31,000.00
	Expenses	-72,104.26
	Repurchase Lot & P/C	-375.00
04/30/2017	Cash on Hand	\$33,583.25

*Beginning balance adjustment of \$1,820.55 from ending 4/30/16

INVESTMENTS AS OF APRIL 30, 2017

GENERAL FUND ACCOUNT

<u>NUMBER</u>	<u>AMOUNT</u>	<u>%</u>	<u>ISSUE</u>	<u>MATURITY</u>	<u>MATURITY VALUE</u>
<u>PRAIRIE COMMUNITY BANK CD'S:</u>					
1) #764108	\$ 40,000	1.0	04/27/2015	05/27/2017	\$ 40,000
2) #773883	\$ 75,000	.80	11/11/2016	07/11/2017	\$ 75,000
BMO HARRIS					
1) #6900415703	\$ 40,000	1.0	10/18/2016	03/18/2018	\$ 40,000
<u>EDWARD JONES BONDS:</u>					
1) Kentucky Municipal Power: Due: 9-1-2028 Pays Interest March 1st & September 1st			\$20,000	5.96%	\$ 20,000
2) Montgomery County Kansas School District: Due 9-1-2033 Pays Interest March 1st & September 1st			\$5,000	6.16%	\$ 5,000
3) Dearborn Michigan School District: Due 5-1-2039 Pays Interest May 1st & November 1st			\$5,000	6.745%	\$ 5,000
<u>TOTAL OF GENERAL FUND INVESTMENTS:</u>					<u>\$185,000</u>

INVESTMENTS AS OF APRIL 30, 2017

PERPETUAL CARE ACCOUNT

<u>NUMBER</u>	<u>AMOUNT</u>	<u>%</u>	<u>ISSUE</u>	<u>MATURITY</u>	<u>MATURITY VALUE</u>
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FIRST NATIONAL BANK CD:

1) #1008336	\$100,000	1.54	05/26/2016	05/26/2020	\$ 100,000
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PRAIRIE COMMUNITY BANK CD'S:

1) # 753815	\$5,000	1.0	06/12/2015	07/12/2017	\$ 5,000
2) # 773277	\$15,000	1.0	10/26/2015	11/26/2017	\$15,000

BMO HARRIS CD:

1) #6900357638	\$100,000	1.0	05/12/2016	10/12/2017	\$100,000
2) #69004430094	\$45,000	1.5	01/25/2017	02/25/2019	\$45,000
3) #6900450536	\$35,000	1.5	03/06/2017	04/06/2019	\$35,000

EDWARD JONES:

1) ONEOK INC (AMBAC INSURED)

Callable CD	\$20,000	6.5	09-29-1998	09-30-2028	\$20,000
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2) OKALOOSA COUNTY FLORIDA - BOND ISSUE

Callable	\$20,000	6.14	01-27-2010	10-01-2034	\$20,000
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TOTAL PERPETUAL CARE INVESTMENTS:

\$340,000

SPECIAL INVESTMENTS AS OF APRIL 30, 2017

MARENGO WAR MEMORIAL FLAG FUND

& THOMAS REDPATH & CLINTON GROVER FLORAL FUND

<u>NUMBER</u>	<u>AMOUNT</u>	<u>%</u>	<u>ISSUE</u>	<u>MATURITY</u>	<u>MATURITY VALUE</u>
<u>PRAIRIE COMMUNITY BANK CD:</u>					
1) #739758	\$4,000	.75	01/14/2015	09/14/2017	\$4,000.00
					<u>\$4,000.00</u>

RECONCILIATION OF PERPETUAL CARE ACCOUNT

05/01/2016	Principal Investment as per Audit	\$ 340,000
	New Investments	0
 <u>PERPETUAL CARE FUNDS INVESTED 4/30/2017</u>		 <u>\$340,000</u>
04/30/2016	Un-invested Funds	(\$125)
	Perpetual Care Income 5/01/16 thru 04/30/17	\$1,875
	Perpetual Care Repurchased	(\$100)
	Perpetual Care New Investments	0
04/30/2017	Un-invested Perpetual Care Funds	\$1,650

#816

AGENDA SUPPLEMENT

TO: Mayor & City Council

FROM: Joshua Blakemore, Assistant City Administrator

FOR: September 11, 2017 City Council Meeting

RE: Request for Direction and Discussion on a Redevelopment Agreement with Provisions for TIF Assistance for S & V Property LLC – New Retail Center – 20009 East Grant Highway

Attached for your review and consideration is a draft redevelopment agreement regarding the proposed retail center at 20009 East Grant Highway. As has been discussed previously the proposed retail center would include Dunkin Donuts, Marengo Pharmacy and a Liquor Store, with a possible fourth unit as well. The provisions of this agreement outline the requirements of the developer and allow for TIF assistance from the City, including up to \$550,000 in assistance, based on actual receipts. The agreement contains numerous terms and conditions and the following points are of note:

- When discussing TIF assistance it was agreed that an acceptable goal for annual return on investment is 10-13%. Without TIF assistance the project would come in well under 10%. At the proposed \$550,000 in assistance, the project would produce roughly 8.37% annual return on investment, indicating the City is providing less assistance than would be required to hit the 10-13% mark. This means we are able to establish the project with less TIF assistance than the project may otherwise be eligible for. The estimated costs of the project are \$1,719,500, with roughly \$800,000 in TIF eligible costs. At \$550,000, the TIF is covering 31.99% of the total project costs. The listing of eligible costs is provided in the agreement.
- Throughout the Redevelopment Agreement (RDA) and term sheet, you will see reference to the “note” between the City and the developer. To be clear, the City is not borrowing funds for the project. The loan is being made to the developer by Prairie Community Bank. The “note” refers to the City’s pledge to provide TIF funds to the developer to be used for repayment of their loan. This is commonly known as a pay as you go TIF project. The developer assumes the risk as the borrower, and the City pledges a portion of TIF revenue for the project.
- Under the terms and conditions of the agreement, the City would make annual payments to the developer, said payments are pledged to the lending institution. Payments will not be issued until the project is complete and operational. Section 3 deals with building permits and completion dates, which currently has blank dates that will need to be ironed out. The lending institution requested Exhibit E, the pledge agreement as a form of security that they would be receiving payment of the increment from the developer.
- The term of the note would run through 2034, the final year of increment collection for the TIF. Interest is set at 4% and is calculated just the same as it would be if it were the city borrowing the funds and not the developer. By doing a pay as you go, the developer assumes the risk rather than

the city. The total assistance is up to \$550,000 (plus interest) net present value. The interest rate is the same as that of the loan being issued to the developer.

- Section 7d of the term sheet outlines the TIF eligible expenses being covered. Any payment from TIF proceeds would be for actual receipts, meaning that if for example the US Route 20 infrastructure improvements come in under \$350,000, the developer receives the actual amount spent. If costs on that line item go over \$350,000 it is then the responsibility of the developer. Under will the assistance exceed \$550,000 in net present value.
- Payments on the note will first be paid from the parcels included on this project. Assuming additional increment is needed, up to 40% of the increment from the other parcels in the TIF can be used. This was done to insulate the increment from the other parcels, as to save it for other potential projects. As a reminder, 10% of the increment goes to the other taxing bodies, so 50% of the increment from other parcels will be left for additional projects. No other sources from the City will ever be used for payment of the note.
- Annual payments will be reviewed each year as additional increment is realized within the TIF. For example, the current projections provided by Ehlers do not include property tax revenue for the storage units on Route 20. That property has yet to be fully assessed so that increment is not yet realized. Next year, when it is anticipated that increment is received by the city, that will be included in the 40% available to the project, meaning the note could potentially be paid off before 2034. The timing of the annual payment will be worked out with the bank, but it would certainly occur each year after the full amount of property taxes within the TIF has been received by the City. As you can see from the agreement, a sample amortization schedule has been attached to give you an idea of what the annual payment schedule would look like. It is only a sample at this phase as a final amortization schedule would not be completed until we know what the final dollar amount of the TIF assistance is, and then it may change annually as additional increment is realized.

The project will still need to go through the planning & zoning process for the planned development of the property. This type of agreement is of course very new to the city. By proceeding with the pay as you go manner, the city is much more insulated by going this route. The city is not borrowing money for the project and therefore assumes significantly less risk.

This agreement has been reviewed by the developer, the developers' representative and the bank, and everyone finding the terms agreeable. Of course the decision as to whether or not to enter this agreement ultimately rests with the City Council. Additionally, the new City Attorney has raised additional concerns (see attached email) that are being addressed and he will provide further information to the City Council on Monday. We expect this to be ready for action on 9/25. At this time, staff and the City Attorney are seeking direction on the agreement.

Attached is the following:

- Memo from City Attorney with issues for review
- Ordinance Approving Execution of the Agreement
- Draft Redevelopment Agreement

Josh Blakemore

From: Josh Blakemore [jblakemore@cityofmarengo.com]
Sent: Wednesday, September 06, 2017 11:40 AM
To: jblakemore@cityofmarengo.com
Subject: TIF Agreement

From: David W. McArdle [mailto:dmcardle@zrfmlaw.com]
Sent: Wednesday, September 06, 2017 7:23 AM
To: Jennifer M. Tammen; Josh Blakemore
Cc: Michael J. Smoron
Subject: TIF Agreement conference call

After speaking with Michael, here are the issues we would like to discuss:

1. The obligations of the Owner are not secured in any way, i.e. by personal guarantees or letters of credit. So, if the Owner defaults and the public (or private) improvements, are uninstalled or partially installed, how do they get completed?
2. The City is required to sign a note as evidence of its TIF debt obligation, but all the terms within the TIF agreement are not included within the note. Why is a note needed if the debt is already evidenced by way of the contractual agreement? And if the City desires to sign the note, then the two documents should be nearly identical. In the same respect, what is the point of the pledge agreement? we have the TIF agreement. Do we really need payments in escrow if payments are pledged as collateral in the TIF agreement?
3. The TIF Agreement provides for the Owner to move title to the property to a third party – which seems odd. We go through all this work with a developer, all this due diligence that the Owner has the financial ability to complete the project, only for them to transfer the property with someone else??? Who are we dealing with?
4. The City is not an additional insured under the insurance section, and no indemnification for accidents on or relating to public infrastructure is provided for.
5. This could be a political issue if the City makes a \$500K investment, and there are no sales tax generating tenants. The agreement in para. 14, on page 9, does not set forth what the developer's representations are relative to tenants. This should be spelled out so the City does not look foolish when there are few tenants or only service business tenants, with no sales tax to speak of; e.g., nail salon, dog grooming, a satellite church, or an insurance agency.
6. The requirement of the Owner/contractor paying prevailing wages must be made clearer to meet the Illinois Department of Labor requirement so the City is not held responsible if the prevailing wage is not paid. Section 4 of the Prevailing Wage law provides that if proper notice is not provided by the City to the contractor or other entity of the prevailing wage requirement, the City shall pay any interest, penalties or fines that would have been owed by the subcontractor if proper notice was provided. The Agreement currently provides, in section 10 B 12, that the prevailing wage act shall be complied with *if it applies*. Because TIF funds are being used to partially fund the project, the Act does apply and prevailing wages must be paid. A more protective provision would read: ***Property Owner/Business Owner and all of its Contractor's and lower tiered contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this Agreement, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).***
7. The issues raised by the Bank.

David W. McArdle
dmcardle@zrfmlaw.com
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014
(815) 459-2050 Ext. 112
FAX: (815) 459-9057
Direct Line: (815) 526-5962
Cell: (815) 236-4373

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ORDINANCE 17-____-_____

***An Ordinance Approving and Authorizing the Execution of a
TIF Increment Financing District Incremental Revenue
Redevelopment Agreement Between
the City of Marengo and S&V Property LLC***

WHEREAS, the Mayor and City Council have engaged in negotiations with S&V Property LLC and its representatives with respect to a TIF Redevelopment Agreement; and

WHEREAS, following said negotiations and after due consideration, the Mayor and City Council have determined that a TIF Increment Financing District Incremental Revenue Redevelopment Agreement between the City and S&V Property LLC is in the best interest of the citizens of the City of Marengo.

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

SECTION 1: The TIF Increment Financing District Incremental Revenue Redevelopment Agreement between the City and S&V Property LLC (the "Agreement") is hereby approved.

SECTION 2: The Mayor and Clerk are hereby authorized to execute that Agreement attached hereto as Exhibit A, as well as any and all other documents necessary and appropriate to effect the objectives of said Agreement and any action taken as of the date of this Ordinance is hereby ratified.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED:

Mayor John Koziol

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

Passed: _____
Approved: _____
Published: _____

CERTIFICATION

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

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the _____ day of _____, 2017, the foregoing Ordinance entitled *An Ordinance Approving and Authorizing the Execution of a TIF Increment Financing District Incremental Revenue Redevelopment Agreement Between the City of Marengo and S&V Property LLC*, 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)

**TAX INCREMENT FINANCING DISTRICT
INCREMENTAL REVENUE REDEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MARENGO AND
S&V PROPERTY LLC**

This **TAX INCREMENT FINANCING DISTRICT INCREMENTAL REVENUE REDEVELOPMENT AGREEMENT** ("**Agreement**") is entered into as of _____, 20____ ("**Effective Date**"), between the **CITY OF MARENGO**, an Illinois municipal corporation ("**City**"), and S&V Property LLC, an Illinois limited liability corporation ("**Property Owner/Business Owner**").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth herein, all of which are incorporated into the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Property Owner/Business Owner (collectively, the "**Parties**") mutually agree as follows:

SECTION 1. RECITALS:

A. Pursuant to Ordinance No. 11-35-5, the City approved a Redevelopment Plan and Project (the "**TIF Plan**"), which TIF Plan identified among the objectives of the TIF District to "stimulate private investment in appropriate new construction and development."

B. Pursuant to Ordinance No. 11-3-6, as amended from time to time, the City designated the Eastern Corridor Redevelopment Project Area ("**TIF District**") pursuant to Section 11-74.4-4 of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., ("**TIF Act**").

C. Pursuant to Ordinance No. 11-3-7, the City adopted tax increment allocation financing for the TIF District in accordance with the TIF Act and established the Eastern Corridor Redevelopment Project Area Special Tax Allocation Fund ("**Fund**") for the deposit of TIF District incremental tax revenues and payment of eligible redevelopment project costs and obligations.

D. Under the TIF Act, the City is authorized to "[m]ake and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project," 65 ILCS 5/11-74.4-4(b).

E. The Mayor and Aldermen (the "**City Council**") have determined that the goals of the TIF District relating to the encouraging sound economic development in the Redevelopment Project Area can be advanced by entering into this Agreement with the Property Owner/Business Owner.

F. The City Council has determined that entering into this Agreement implements and furthers the goals and objectives of the TIF Plan, and will otherwise enhance the public health, safety, and welfare of the TIF District and the City of Marengo;

G. Property Owner/Business Owner currently owns and intends to redevelop and improve the real property located at ("**Property**") at 20009 East Grant Highway, as legally described in **Exhibit A** attached hereto.

H. The property is improved with one structure that is scheduled to be demolished.

I. The Property Owner/Business Owner intends to develop a retail center that includes approximately 8,000 square feet of in-line commercial space with outdoor surface parking (the "**Project**") in accordance with the general plans attached hereto as **Exhibit B** (the "**Plans**").

J. The City desires to assist the Property Owner/Business Owner with the Business by providing certain financial assistance in the form of a Pay As You Go Note to be issued at such time as the Project is completed and operational and when the Property Owner/Business Owner provides the City with satisfactory proof that Property Owner/Business Owner incurred TIF eligible project costs as provided herein.

K. The Parties desire to enter into this Agreement to set out their respective understandings and responsibilities with respect to the development of the Property and Improvements, the Business, and the TIF District incentives relating to the Business.

SECTION 2. RULES OF CONSTRUCTION: DEFINITIONS.

A. **Grammatical Usage and Construction.** In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

B. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

C. **Calendar Days.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

D. **Definitions.** Whenever used in the Agreement, the following terms will have the following meanings unless a different meaning is required by the context.

"Base EAV": The equalized assessed valuation of the Property as of the commencement of the TIF District as determined by the McHenry County Clerk.

"Certified Costs": The amount of moneys expended by the Property Owner/Business Owner for labor, materials, engineering, architectural, and other professional design services relating to the improvements as reasonably determined by the City Engineer based on receipts, sworn statements, and other documentation to be provided by the Property Owner/Business Owner that the City Engineer customarily relies upon certifying the costs due to contractors for City projects.

"City Note" or "Note": The City of Marengo Note to be in the form attached hereto as **Exhibit C** in the amount not to exceed a principal amount of \$550,000, subject to adjustment as set forth in Paragraph 4(G), to be issued by the City. The City Note shall bear an interest at an annual rate not to exceed 4%.

"Corporate Authorities": The Mayor and Aldermen of the City of Marengo.

“EAV”: The equalized assessed valuation of the Property in any year during the term of this Agreement when payments are to be made to the Property Owner/Business Owner.

“Eligible Project Costs”: The project costs as generally defined in Section 5/11-74.4-3(q) of the Act and included in the summary of TIF-Eligible Expenses submitted by the Property Owner/Business Owner, subject to limitations in this Agreement.

“Governmental Charges”: Governmental Charges shall mean all federal, State, County, City or other governmental (or any division, agency, body, commission or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances related to the Property Owner/Business Owner or the Property, including but not limited to real estate taxes.

“Improvements”: The improvements to the Property to be completed in furtherance of the Business as identified in the Plans and Project [and as further defined in **Exhibit B** of this Agreement].

“Property Tax Increment”: The amount of the real estate property tax generated from the Property as set forth on the bill(s) rendered by the McHenry County Treasurer in any calendar year during which payments a payment is to be made under this Agreement that is attributable to the difference between the EAV of the Property during such year minus the Base EAV, but only for the period during which the TIF District shall be in effect.

“State”: State means the State of Illinois.

“City Code”: The Marengo City Code (and other ordinances approved by the Corporate Authorities that may not have been incorporated into the City Code), as the same has been and may, from time-to-time hereafter, be amended.

“Zoning Regulations” or “Zoning Code”: The Marengo Zoning Code (including any special use ordinances or other zoning approvals granted pursuant thereto), as the same has been and may, from time-to-time hereafter, be amended.

SECTION 3. BUILDING PERMIT AND DATE OF COMPLETION.

No later than _____, Property Owner/Business Owner shall submit a building permit to the City for the Improvements based upon the Plans and otherwise causing the Property to comply fully with the building, development, and zoning regulations of the City Code. The Property Owner/Business Owner shall construct, or cause to be constructed, the Improvements in conformity with the requirements of the City Code and the terms of the building permit, which construction shall be substantially completed no later than _____. If Property Owner/Business Owner fails to complete the Project in accordance with the terms of this Agreement, then the City shall have, but shall not be limited to, the right to terminate this Agreement with respect to its obligation to make payments on the City Note.

SECTION 4. FINANCING

A. **Limited Obligation.** This Agreement and the Payments due hereunder are a limited obligation of the City. The City’s obligation to make Payments pursuant to this Agreement is limited to payment by the City first from Property Tax Increment received from the Property (the **“Project PINs”**) and second, and if and only if in the event that funds from the Project PINs are insufficient, from up to 40% of the annual amount of TIF from the available

annual tax increment in the TIF District. Property Owner/Business Owner acknowledges and agrees that Property Tax Increment available to pay for the City Notes is limited to 90% of Tax Increment generated by the Project PINs and 90% of the Tax Increment generated by the TIF District. This limited availability is the result of an Intergovernmental Agreement entered into between the City and other taxing bodies at the time the TIF District was established, which Intergovernmental Agreement established a Taxing Bodies Special Increment Fund of 10% for the benefit of the Taxing Bodies. The City shall be under no obligation to make payments required herein from any other source or funds held by the City. This is not to be construed as a full-faith and credit or general obligation of the City for any purpose. The Property Owner/Business Owner or any holder of the City Note in Paragraph 4(D) shall not have the right to compel the City to levy additional taxes to cover its payment obligations.

B. Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$ _____. The cost shall include contributions from the Property Owner/Business Owner, the lender (pursuant to financing agreements between lender and Property Owner/Business Owner) and the City, as provided in this Agreement. The City will provide a payment to the Property Owner/Business Owner annually in the amount of the Incremental Property Tax revenues generated annually by the Project PINs for a term not to exceed the expiration of the TIF District (currently expiring in 2033 with final collection in 2034)

C. City Note. Assistance shall be in the form of a City Note, which will be issued when the Project is completed and operational and the Property Owner/Business Owner presents satisfactory proof that the Eligible Project Costs have been incurred. For purposes of this Agreement, the Property Owner/Business Owner has submitted an estimate of Eligible Project Costs, dated May 22, 2017, as follows:

Summary of TIF-Eligible Expenses

US Route 20 Infrastructure Improvement	\$ 350,000	
Architectural Expenses	\$ 35,000	
Site Engineering Expenses	\$ 20,000	
City Approvals/ TIF District Approvals	\$ 50,000	
Demolition of Existing Building	\$ 40,000	
Onsite Detention and Site Improvements	\$ 29,500	
Onsite Storm Sewer Expenses	\$ 23,700	
Subtotal	\$ 548,200	
Contingency	\$ 10,964	2.0%
Total TIF-Eligible Expenses	\$ 559,164	

D. Principal of City Note. The total amount of the City Note shall be in an amount not to exceed a principal of \$550,000 (NPV). This amount, however, may be reduced at the City's sole discretion based on the actual expenses incurred by the Property Owner/Business Owner as evidenced by proof of said actual expenses submitted by the Property Owner/Business Owner.

E. Source of Funds to Pay for City Note. Principal and interest payments shall be paid strictly and be derived solely from sources identified in Paragraph 4(A) in this Agreement.

Any amounts that may be owed on the City Note after the term in Paragraph 4(F) expires shall no longer be payable in any form or from any source of the City and shall be subject to the limited obligation provisions in Paragraph 4(A). A sample amortization table and tax increment revenues to be used as the source of funds to pay for the City Note is attached as **Exhibit D**. The amortization table and tax increment revenues shall be adjusted based on actual expenses incurred by the Property Owner/Business Owner at the time that the City Note is executed and delivered.

F. Term of City Note and Prepayment. The City Note shall be for a term of 15 years and shall be issued when the Project is completed and operational. The City may prepay the City Note at any time without penalty to the City.

G. Interest of City Note. The taxable interest rate on the City Note shall be 4%.

H. Pledge of City Note. The Property Owner/Business Owner may pledge the City Note as security to its loan for the development and construction of the Project subject to written approval of the City. A pledge agreement shall be in a form attached hereto as **Exhibit E**.

SECTION 5. COMMENCEMENT OF CITY NOTE PAYMENT.

A. Commencement Date. The Property Owner/Business Owner acknowledges and agrees that the City Note will not be issued and no payment will be made until the Commencement Date, which is the date the City Administrator determines that each and all of the following events has occurred:

1. The Property Owner/Business Owner has completed work on the Property and the Project is operational;
2. The Property Owner/Business Owner has fully completed all of the Improvements in compliance with the City Code and the building permit for the Improvements and has received a final certificate of occupancy for the Improvements on the Property; and
3. The City Engineer has confirmed the Certified Costs of the Improvements consistent with the form attached hereto as **Exhibit F**.

B. Limitations on Payment. The Property Owner/Business Owner acknowledges and agrees that any outstanding fees, charges, payments or other amounts due and owing to the City from the Property Owner/Business Owner in connection with the building permit or other development approvals for the Business must be paid in full before the City Note is issued.

SECTION 6. CONDITIONS TO PAYMENTS.

A. Conditions for Receiving Payment. No payment will be made to the Property Owner/Business Owner for any calendar year unless the Property Owner/Business Owner is operating the Business at the Property in accordance with the Zoning Regulations, the City Code, the requirements of this Agreement, and any applicable federal, State, or local laws, rules, ordinances, or regulations (including the giving of all notices, payment of all fees, and securing of all required permits and approvals). In the event of a violation, the City, upon notice to the Property Owner/Business Owner, may withhold any payment otherwise due pursuant to this Agreement until such time as the violation is corrected to the reasonable satisfaction of the City (including payment of any penalties, fines, or reimbursable costs relating to such violation).

B. Termination or Transfer of Business. The City reserves the right to approve Property Owner/Business Owner's transfer of the Property to a third party or as a result of restructuring of Property Owner/Business Owner's corporate ownership/membership, which approval shall not be unreasonably withheld. If at any time after the Commencement Date the Property Owner/Business Owner transfers the Property to a third party or changes the corporate ownership/membership of the S&V Property LLC, the City shall have the right to hold any payment in escrow until the Property Owner/Business Owner and transferee or new ownership jointly notify the City in writing regarding who is entitled to the payment.

SECTION 7. TERMINATION OF AGREEMENT; SURVIVAL OF CERTAIN OBLIGATIONS.

The Parties agree that this Agreement shall terminate upon the termination of the TIF District, or such earlier date as provided in this Agreement. Notwithstanding the foregoing, the Property Owner/Business Owner's obligations under this Agreement (as well as any other indemnification and defense obligations under this Agreement) shall survive the termination of this Agreement.

SECTION 8. CHANGES IN LAW.

In the event that there are changes in law that affect the ability of either party to perform this Agreement, the Parties shall consult in good faith for purposes of considering amendments to this Agreement to effect the intent of the Parties. Notwithstanding the foregoing, nothing shall require either party to approve an amendment to this Agreement.

SECTION 9. INDEMNIFICATION AND INSURANCE.

A. Indemnification. Property Owner/Business Owner agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitations, reasonable attorneys' fees and court costs up to including any appeal of any initial action) suffered or incurred by the City arising from or in connection with i) Property Owner/Business Owner's failure to comply with any of the terms, covenants, warranties, representations, and conditions contained in this Agreement, or ii) its failure to pay general contractors, subcontractor or materialmen in connection with the TIF-funded improvements or any other improvements for the Project, or (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or the Redevelopment Plan or any documents related to this Agreement that is the result of information supplied or omitted by the Property Owner/Business Owner or its agents, employees, contractors or person acting under its control or at its request, or (iv) the Property Owner/Business Owner failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

B. Insurance. Property Owner/Business Owner shall procure and maintain, or cause to be procure and maintained at all times throughout the term of this Agreement (and during construction and development of the Project) and until each and every obligation of the Property Owner/Business Owner contained in this Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Property Owner/Business Owner or its contractors and consultants:

1. Commercial General and Umbrella Liability Insurance. Property Owner/Business Owner shall maintain general liability (CGL) insurance with limits of not less than \$5,000,000.00 each occurrence. Limits can be satisfied with a combination of CGL and Commercial Umbrella Liability Policies.

2. Business Auto and Umbrella Liability Insurance. Property Owner/Business Owner shall maintain business auto liability insurance with a limit of not less than \$1,000,000.00 each accident.

3. Workers' Compensation Insurance. Property Owner/Business Owner shall maintain workers compensation and employers liability insurance. The employers liability shall not be less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

SECTION 10. COVENANTS, WARRANTIES AND REPRESENTATIONS.

A. By The City. The City represents and warrants to the Property Owner/Business Owner as follows:

1. The City has the authority and the legal right to make, deliver, and perform this Agreement, and has taken or will take all necessary actions and obtain all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

2. To the best of the knowledge of the legal representatives of the City, the execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the City, will not result in a breach or default under any agreement to which the City is a party or is bound, and will not violate any restriction, court order, or agreement to which the City is subject.

3. The parties executing this Agreement on behalf of the City, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the City's obligations under this Agreement, have full authority to bind the City to such obligations and to so act on behalf of the City.

B. By the Property Owner/Business Owner. The Property Owner/Business Owner represents and warrants to the City as follows:

1. The Property Owner/Business Owner has the authority and the legal right to make, deliver, and perform this Agreement, and has taken or will take all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

2. The Property Owner/Business Owner owns the Property and had clear and marketable title to the Property prior to execution of this Agreement and has presented evidence of such title to the City. The Property Owner/Business Owner is a corporation in good standing in Illinois and has provided documentation to the City that it has sufficient equity and construction financing to complete the Project.

3. To the best of the knowledge of the legal representatives of the Property Owner/Business Owner, the execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the Property Owner/Business Owner, will not result in a breach or default under any agreement to which the Property Owner/Business Owner is a party or is bound, and will not violate any restriction, court order, or agreement to which the Property Owner/Business Owner is subject.

4. The Property Owner/Business Owner has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all applicable environmental laws and regulations and this Agreement, the Plans and related specification of the Project.

5. The parties executing this Agreement on behalf of the Property Owner/Business Owner and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Property Owner/Business Owner's obligations under this Agreement, have full authority to bind the Property Owner/Business Owner to such obligations and to so act on behalf of the Property Owner/Business Owner.

6. No information, exhibit or report furnished by the Property Owner/Business Owner to the City in connection with this Agreement contains or will contain any misstatement of material fact, or omits or will omit to state any fact necessary to make the statements contained therein not materially misleading. The Property Owner/Business Owner has provided all information requested by the City, and such information is complete and accurate in all material respects. There is no fact known to the Property Owner/Business Owner which could materially adversely affect or which might in the future, in the Property Owner/Business Owner's reasonable judgment, materially adversely affect the assets, properties or financial condition of the Property Owner/Business Owner.

7. There are no actions or proceedings by or before any court, governmental agency or any other administrative body pending or, to the best of Property Owner/Business Owner's knowledge, threatened, or affecting Property Owner/Business Owner which would impair its ability to perform as provided in this Agreement.

8. The Property Owner/Business Owner has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the business that is intended by this Project.

9. The Property Owner/Business Owner is current on all Governmental Charges and agrees to pay or cause to be paid when due all Governmental Charges which are or will be assessed or imposed upon the Property Owner/Business Owner, the Property or the Project, or become due and payable, and which create or may create a lien upon the Property Owner/Business Owner or all or any portion of the Property.

10. The Property Owner/Business Owner is not in material default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Property Owner/Business Owner is a party or by which Property Owner/Business Owner is bound.

11. The Property Owner/Business Owner is not in material default with respect to any agreement, contract, or any other legal obligation related to services, goods or products to which Property Owner/Business Owner is a party or by which Property Owner/Business Owner is bound.

12. The Property Owner/Business Owner shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and shall comply with all federal, state and local laws, ordinances, rules, regulations, executive orders and codes, including the Prevailing Wage Act as such may be applicable, to the Project, the Property and Property Owner/Business Owner.

13. The Property Owner/Business Owner shall use funds from the City solely to pay for (or to reimburse Property Owner/Business Owner for their payment of) the TIF eligible expenses as provided in this Agreement.

14. The Property Owner/Business Owner acknowledges that the City may suspend payment on the City Notes if any of the following events occur: a) Property Owner/Business Owner sells or transfer any interest in the Property or Project not permitted or contemplated under this Agreement; b) the failure of Property Owner/Business Owner to secure or maintain occupancy of the retail space as has been represented by Property Owner/Business Owner during proceedings before the City, specifically **[insert Dunkin Donuts, Pharmacy and Liquor Establishment descriptions]** or other such similar retail users; or c) the destruction of the Project such that the Project can no longer be used as contemplated in the Agreement (subject to the availability of insurance and provided the City shall cooperate with Property Owner/Business Owner as may be necessary to pursue and process insurance claims related to such destruction).

15. The covenants set forth in this Section shall run with the land and the improvements thereon and shall be binding on any transferee.

16. All covenants, warranties and representations of the Property Owner/Business Owner contained in Section 10 and elsewhere in this Agreement shall be true, accurate and complete at the time of execution of the Agreement by the Property Owner/Business Owner, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the term of this Agreement.

SECTION 11. EVENTS OF DEFAULT.

A. Event of Default.

1. **Notice of Default.** The City shall provide written notice to the Property Owner/Business Owner if the City determines that the Property Owner/Business Owner has materially breached the performance or observance of any covenant, agreement, condition, or obligation under this Agreement. The failure of the Property Owner/Business Owner to remedy or cure all non-performances or impairments identified in the Notice of Default, to the satisfaction of the City, within 30 days after receipt by the Property Owner/Business Owner of the Notice of Default shall constitute a default under this Agreement (a "***Default Event***"). Upon the occurrence of a Default Event, the City may immediately terminate this Agreement and pursue any other available remedy. In addition, the following shall also constitute a Default Event:

a. The commencement of any proceedings in bankruptcy by or against the Property Owner/Business Owner or for the liquidation or reorganization of Property Owner/Business Owner, or alleging that the same is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of any debts, whether under the United States Bankruptcy Code or under any other state or federal law;

b. The appointment of a receiver or trustee for the Property Owner/Business Owner or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation of Property Owner/Business Owner;

c. The occurrence of an event of default by Property Owner/Business Owner with respect to its financing of the Project, which default is not cured within any applicable cure period;

- d. The dissolution of the Property Owner/Business Owner; or
- e. The institution of any criminal proceedings (other than a misdemeanor) against Property Owner/Business Owner or any natural person who owns a material interest in Property Owner/Business Owner, which is not dismissed within 30 days, or the indictment of Property Owner/Business Owner or any natural person who owns a material interest in Property Owner/Business Owner, for any crime (other than a misdemeanor).

2. Notice by Property Owner/Business Owner. The Property Owner/Business Owner shall promptly give written notice to the City as soon as reasonably possible of:

- a. Any condition event or act which constitutes or may constitute a default under this Agreement;
- b. Any pending material litigation or any government order specifically and materially affecting the Property Owner/Business Owner or the Business;
- c. Any change of name, address, identity, or ownership of the Property Owner/Business Owner; and
- d. Any other event or fact which may reasonably be deemed by the City to adversely affect the financial or operating conditions of either the Property Owner/Business Owner or the Business.

B. Remedies. Upon the occurrence of Default Event, subject to all applicable notice and cure periods, in addition to all rights and remedies contained in this Agreement, including those specifically set forth in Section 3, the City may terminate this Agreement and all related agreements. Subject to the foregoing, the City may, in law or in equity, by suit, action, or any other proceeding, enforce or compel the performance of this Agreement. The Property Owner/Business Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the City on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. In the event of a judicial proceeding brought, the City shall be entitled to reimbursement of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding up to and including any appeal.

SECTION 12. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 12.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the City:

City of Marengo
Attn: City Administrator

with a copy to: City Attorney
Attn:

If to the Property Owner/Business
Owner: S&V Property LLC
Attn: Vipul Patel

With a copy to: _____
Attn: _____

B. Binding Effect. This Agreement, and the privileges, obligation, and provisions contained herein shall insure to the benefit of and the City, the Property Owner/Business Owner, and their heirs, personal representatives, and successors.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect the City's right to enforce such right or any other right.

E. Assignment. The Property Owner/Business Owner shall not assign this Agreement, in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written approval of the City, which approval may be withheld in the sole and unfettered discretion of the City (except as otherwise expressly provided in this Agreement).

F. Consents. Whenever the consent or approval of any party to this Agreement is required, such consent or approval shall be in writing and shall not be unreasonably withheld, conditioned, or delayed, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

G. Venue and Governing Law. Each proceeding pursuant to or in connection with this Agreement or amendment thereto shall be brought in the 22nd Judicial Circuit, McHenry County, Illinois, and the City and the Property Owner/Business 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*.

H. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

J. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. Headings. The heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to any requirements of law shall be deemed to include any modifications of, or amendments to such requirements of law as may, from time to time, hereinafter occur.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City or the Property Owner/Business Owner.

O. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document and together shall constitute the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

CITY OF MARENGO, an Illinois municipal corporation

Its: _____

By: _____
Its: _____

ATTEST:

PROPERTY OWNER/BUSINESS OWNER:

A _____

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

This instrument was acknowledged before my on _____ 20____,
by _____, the _____ of the **CITY OF MARENGO**,
an Illinois municipal corporation, and by _____, the City Clerk of
said municipal corporation.

Signature of Notary

SEAL
My Commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

The foregoing instrument was acknowledged before me on _____
20____, by _____, the _____ of the
_____, an _____, and by
_____, the _____ of said corporation.

Signature of Notary

SEAL
My Commission expires:

Exhibit A

Legal Description of the Property

(PINS:17-06-100-039 and 17-06-104-003
and including all adjoining rights-of-way and easements)

Exhibit B

Plans

Exhibit C

City Note

REGISTERED: _____

MAXIMUM AMOUNT: _____

NO. _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF _____
CITY OF _____
TAX INCREMENT ALLOCATION REVENUE NOTE

Registered Owner: S&V Property, LLC

Interest Rate: 4 % per annum upon the closing of construction financing secured by the Note ("Interest Rate")

Maturity Date: _____

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Marengo, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with a Redevelopment Agreement between the Registered Owner and the City hereinafter referred to up to the principal amount of \$550,000.00 to pay the Registered Owner interest on that amount at the Interest Rate per year specified above from the date of issuance.

This Note is to be issued in accordance with that certain Redevelopment Agreement date as of _____, 20____, between, *inter alia*, the City and the Registered Owner (the "Redevelopment Agreement"). This Note is also the subject of a Pledge Agreement dated as of _____, among, *inter alia*, the City, the Registered Owner and the Registered Owner's lender (the "Pledge Agreement").

Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Interest is due _____ 1 of each year commencing in the first year following the issuance until the Maturity. Accrued but unpaid interest on this Note shall also accrue at the interest rate per year until paid.

Principal of this note shall be payable until Maturity in installments on _____ of each year commencing _____. 20____, in the amount necessary to amortize the outstanding principal balance of this Note in level payments over the remaining term to Maturity at the then current interest rate payable hereon. Payments shall first be applied to interest. The principal of

and interest on this Note are payable in lawful money of the United State of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the City Administrator, as registrar and paying agent (the “Registrar”), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued but unpaid interest will be payable solely upon presentation of this Note at the principal office of the City in Marengo, Illinois or as otherwise directed by the City. The Registered Owner of this note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to \$550,000.00 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by S&V Property, LLC in connection with the improvements of the Project (as such terms are defined in the Redevelopment Agreement) located in the Eastern Corridor TIF District (the “Project Area”) in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the “TIF Act”), and the Local Government Debt Reform Act (30 ILCS 350/1 et seq.) in all respects as by law required.

This City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenue from the Project Area which the City is entitled to receive pursuant to the TIF Act, in order to pay the principal and interest of this Note. Reference is hereby made to the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenue, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. **THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE CITY, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES FIRST FROM THE PROJECT PINS AS SUCH ARE DEFINED IN THE REDEVELOPMENT AGREEMENT AND SECOND, FROM UP TO 40% OF THE AVAILABLE INCREMENTAL TAXES IN THE EASTERN CORRIDOR TIF DISTRICT, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCES. THE AVAILABLE FUNDS ARE FURTHER LIMITED TO 90% OF THE GENERATED TAX INCREMENT FROM THE PROJECT PINS AND THE TIF DISTRICT, AS DEFINED ON THE REDEVELOPMENT AGREEMENT, DUE TO THE CITY’S PREVIOUSLY ADOPTED AGREEMENT TO THE CREATION OF A TAXING BODY INCREMENT FUND OF 10% OF THE TAX INCREMENT AS IDENTIFIED IN THE REDEVELOPMENT AGREEMENT. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE CITY, THE STATE OF ILLINOIS OR ANY POLITICAL**

SUBDIVISION THEREOF TO PAY THE PRINCIPAL OR INTEREST OF THIS NOTE.
There shall be no prepayment penalty.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes of other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar but only in the manner and subject to the limitations provided in the Redevelopment Agreement, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the closing of business on the fifteenth day of the month immediately prior to the maturity date of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Redevelopment Agreement provides.

Pursuant to Section 11 of the Redevelopment Agreement, the City has reserved the right to suspend and/or terminate payments of principal and of interest on this Note upon the occurrence of certain conditions. Such rights shall survive any transfer of this Note. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of _____, Illinois, by its City Clerk, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor, upon the approval of City Council, and attested by the duly authorized signature of the City Clerk of the City, all as of _____, 20_____.

Mayor

(SEAL)

Attest:

City Clerk

Certificate of Authentication

Registrar and Paying Agent
Administrator the City of
Marengo, McHenry County, Illinois.

This Note is described in the within _____ mentioned Redevelopment Agreement and is the Tax Increment Allocation Revenue Note (Redevelopment Project), Taxable Series A, of the City of Marengo, McHenry County, Illinois.

Administrator:

Date:

PRINCIPAL PAYMENT RECORD

DATE OF PAYMENT PRINCIPAL PAYMENT PRINCIPAL BALANCE DUE

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Date:

Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

CITY OF _____

BY:

ITS:

CERTIFICATE OF EXPENDITURE

(_____, 20____)

To: Registered Owner

Re: City of Marengo, McHenry County, Illinois (the "City")
\$_____ Tax Increment Allocation Revenue Note
Redevelopment Project, Taxable Series A
(the "City Note")

This Certification is submitted to you, Registered Owner of the City Note pursuant to the Redevelopment Agreement executed by the City that that authorizes the execution of the City Note, which Redevelopment Agreement was adopted by the City Council of the City on _____, 20____, ("the Redevelopment Agreement"). All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

The City hereby certifies that \$_____ is advanced as principal under the City Note as of the date hereof. Such amount has been property incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Redevelopment Agreement and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the City Note is \$_____, including the amount of this Certificate and less payment made on the City Note.

IN WITNESS WHEREOF, the City has caused this Certification to be signed on its behalf as of (Closing Date).

CITY OF _____

By: _____

AUTHENTICATED BY:

REGISTRAR

Exhibit D

Sample Amortization Schedule

Exhibit E

PLEDGE AGREEMENT

This Pledge Agreement, dated as of _____, 20__ (together with an amendments or supplements hereto, this "Agreement"), is made by and amount the CITY OF MARENGO, an Illinois municipal corporation (the "City"), S&V Property, LLC, an Illinois limited liability company (the "Developer" or the "Borrower" , and _____, a _____, as Escrow Agent (the "Escrow Agent").

WITNESSETH:

Whereas, pursuant to a Redevelopment Agreement dated _____, 20__, (the "TIF Redevelopment Agreement") by and among the City and the Developer, the City has agreed to issue a Tax Increment Allocation Revenue Note in the aggregate principal amount of the \$550,000.00 (collectively referred to herein as the "TIF Note") to the r Developer to finance a portion of the coast of the _____ (the "Project"); and

Whereas, Prairie Community Bank (the "Lender") has agreed (or has issued a commitment letter evidencing its intention) to make a loan in the principal amount of _____ to the Developer (the "Development Loan"); and

Whereas, as an inducement to making the Construction Loan, the Borrower has agreed to pledge to Lender, on a collateral basis to secure the Development Loan, their rights to receive payments of principal and interest on the TIF Note; and

Whereas, the Borrower is not entitled to receipt of payment on the TIF Note until the issuance of an applicable Certificate (as defined in the TIF Redevelopment Agreement), but the City hereby agrees to deposit payments at such time as Developer would be entitled to receive same, on the terms set forth herein, as an inducement to the Lender to make the Development Loan; and

Whereas, as a condition of making the Development Loan, Lender has required, and the City has agreed pursuant to this Agreement, that the City make payments on the TIF Note beginning on the date of issuance of the TIF Note and continuing until such time as Developer and Lender otherwise direct the City, with payments by the City to be subject to the terms set forth in the TIF Redevelopment Agreement; and

Whereas, as a condition of making the Development Loan, Lender has required, and the City hereby agrees, that payments on the City Note will be deposited by the City into an escrow account established pursuant to the Agreement; and

Now, Therefore, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, the parties to this Pledge Agreement agree as follows:

Article 1

Representations and Warranties

Section 1.01. Representations and Warranties. Each of the parties to this Agreement represents and warrants as to itself to the other parties to this Agreement that:

(a) it has full power and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(b) the execution and delivery of this Agreement has been duly authorized by all necessary corporate or governmental action of the party;

(c) when executed and delivered by each of the other parties hereto, this Agreement will constitute the valid and legally binding obligation of the party, enforceable against it in accordance with its terms, and the Redevelopment Agreement, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, the application of equitable principles where equitable remedies are sought and limitations on the enforcement of judgments against public bodies, and the reasonable exercise in the future by the State and its governmental bodies of the police and taxing powers inherent in the sovereignty of the State;

(d) no consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body which has not been obtained on or before the execution and delivery of this Agreement is required for the execution and delivery of this Agreement or the consummation by the party of the transactions and obligations effected or contemplated by this Agreement; and

(e) the execution, delivery and performance of this Agreement and compliance with the provisions hereof by the party do not and will not conflict with or constitute on the part of the party a breach of or a default under any existing law, regulation, decree, order or resolution, or any agreement, indenture, mortgage, lease or other instrument, to which the party is subject or by which it is bound.

Article II

Miscellaneous

Section 2.01. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 2.02. Section and Paragraph Headings. The section and paragraph headings herein have been prepared for convenience only are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

Section 2.03. Severability. If any clause, provision or Section of this Agreement is held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section has not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be determined to be the agreement or obligation of the party bound thereby to the full extent permitted by law.

Section 2.04. Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of Illinois and any action to enforce this Agreement should be brought in the Twenty-second Judicial Circuit, McHenry, Illinois.

Section 2.05. Notices and Other Communications. Any notice or other written communication required to be given pursuant to this Agreement may be delivered by hand or overnight courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, or transmitted by electronic means (including, without limitation, facsimile transmission), addressed to the person to whom such notice or communication is to be given, at the following addresses:

If to the Borrower: S&V Property, LLC

With a copy to:

If to City: City of Marengo

With a copy to:

If to Lender:

Section 2.06. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

Section 2.07. Amendments. This Agreement may not be amended except by an instrument in writing executed by each of the parties hereto.

Section 2.08. Execution by Lender. The parties hereby agree that, at the time the Development Loan is closed, the Lender will sign this Agreement and have all the rights and obligations set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Pledge Agreement to be duly executed, sealed and delivered as of the day and year first written above.

CITY OF MARENGO, an Illinois municipal corporation

S&V Properties, LLC, an Illinois limited liability company

By: _____
Its: _____

By: _____
Its: _____

Prairie Community Bank

By: _____
Its: _____

EXHIBIT F

**Form of a District Project Cost
Requisition Certificate**

TO: CITY OF MARENGO

FROM:

SUBJECT: CERTIFIED COSTS

This represents the Requisition Certificate in the total amount of \$_____ for payment of eligible business district costs of the Project.

The undersigned does certify that:

1. All of the expenditures SUBMITTED BY Property Owner/Business Owner related to the Project at 20009 East Grant Highway in Marengo represent proper costs of the Project and have not been previously reimbursed by the City. This certification is submitted to satisfy Section 5 (A) (3) of the Redevelopment Agreement between S & V Property, LLC and the City.
2. All of the fund from the City Note will be used by the Property Owner/Business Owner for eligible business district project costs of the Project.
3. Attached are true and accurate copies of contractor's sworn statements, paid invoices and accompanying lien waivers evidencing the payment of the amount set forth herein by the Property Owner/Business Owner.

Executed this ____ day of _____, _____.

an Illinois limited liability company

By: _____
Managing Member

Approved:

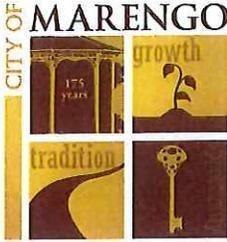
CITY OF MARENGO

S&V Property, LLC

By: _____
Its: _____

By: _____
Its: _____

#8C



AGENDA COVER MEMORANDUM

MEETING DATE: September 11, 2017
ITEM TITLE: EcoJet DDM Trial Agreement
ACTION REQUESTED: Authorization
DEPARTMENT HEAD: Howard Moser, Director of Public Works

BACKGROUND:

The City entered into a trial agreement with Aerator Solutions for the temporary installation of the Ecodome aerator/mixer in the oxidation ditch in May. The agreement allowed the City to lease, purchase or return the equipment to Aerator Solutions at the end of the trial. Aerator Solutions has now offered the same agreement for the EcoJet Direct Drive Mixer.

The EcoJet DDM would be installed in the ditch at the same time that the Ecodome is removed by Aerator Solutions. The length of the trial period will be thirty (30) days. At the end of the trial period the City would be able to lease for \$2,000 per month, purchase for \$22,000 or return the equipment to Aerator solutions at no cost.

RECOMMENDATION:

Staff recommends authorization to enter into the EcoJet DDM trial agreement with Aerator Solutions at no cost to the City

Attachments:

Aerator Solutions Trial Agreement
EcoJet Brochure

AERATOR SOLUTIONS TRIAL AGREEMENT

This agreement is made and entered into this 23rd day of August, 2017, by and between Aerator Solutions having its principal place of business in Roscoe, Illinois and the City of Marengo, Illinois ("City") having its principal place of business in Marengo, Illinois.

In consideration of the mutual promises, covenants and agreements hereinafter contained, the parties agree as follows:

1. **INTRODUCTORY TRIAL PERIOD** – Aerator Solutions will provide one new 10 HP EcoJet™ Direct Drive Mixer (DDM) as described on Schedule A attached (hereinafter called "Equipment") for a period of 30 Days free of charge ("Trial Period"). Aerator Solutions will be responsible for the freight charges and all installation costs as discussed in paragraph 5 below. The City shall not be responsible for any delivery or re-delivery charges, installation or dismantling costs, or lease amounts if it does not decide to lease the Equipment.
2. **LEASE** – Following the trial, if the City chooses to keep the Equipment, Aerator Solutions will lease the Equipment to the City, for an amount of **\$2,000.00, Two Thousand U.S. Dollars per month** (plus applicable taxes) for (3) months ("Lease Period"). Payment of invoices for any rental period shall be pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. If the City chooses to purchase the Equipment at any time during the lease, any lease payments made will be applied to the purchase price.
3. **PURCHASE** – At the end of the Trial Period, the City may lease the Equipment as outlined in paragraph 2 above, return the Equipment to Aerator Solutions at no cost to the City, or purchase the unit for an amount of **\$22,000.00, Twenty-Two thousand U.S. Dollars** (plus applicable taxes). The terms of the purchase agreement, excluding the purchase price, shall be negotiated by Aerator Solutions and the City upon the City choosing to purchase the Equipment. Aerator Solutions shall and has provided the City a standard purchase agreement used by Aerator Solutions in similar purchase transactions prior to the City executing this trial agreement. Aerator Solutions providing a sample purchase agreement in no way binds the City to any of the terms contained in the sample purchase agreement provided. In the event the parties engage in negotiations for the purchase of the Equipment and the City continues to use the Equipment prior to finalizing a purchase agreement with Aerator Solutions, the City shall continue to be bound and be subject to the terms of this Agreement and payment of any lease charges as may be applicable under Paragraph 2.
4. **CARE, USE AND INSURANCE** – The City assumes and will pay all costs and expense arising out of the use, possession, and maintenance of the Equipment while the Equipment is in the possession of the City, except such repairs that may be subject of the Manufacturer's Warranty. Aerator Solutions shall assume all loss resulting from normal wear and tear. The City shall keep the Equipment

free of all liens, taxes, encumbrances, and seizure or levy; shall not damage, abuse or misuse the Equipment; and shall not part with possession thereof, whether voluntary or involuntary, or transfer any interest therein. The City at its cost and expense shall maintain insurance against physical damage to the Equipment in such amounts as may be appropriate, shall name Aerator Solutions as an additional insured for this specific purpose and shall provide Aerator Solutions with proof of insurance on or before the date on which the Equipment is delivered to the City. Aerator Solutions shall have the right to inspect the Equipment upon reasonable notice to the City, but only during regular hours of operation of the City's Wastewater Treatment Plant ("WWTP"). Cleaning, testing, and sampling will be the responsibility of the City.

5. **DELIVERY, INSTALLATION AND RE-DELIVERY COST** – The City will be responsible for all taxes, as applicable if equipment is purchased. Aerator Solutions shall also pay for all costs related to the Equipment including but not limited to unloading, loading, installation, dismantling, disassembling, removing, and start-up even if the Equipment is not leased or purchased by the City. Aerator Solutions shall be solely responsible for the costs of dismantling or disassembling as well as the return of the Equipment even if the City does not lease or purchase the Equipment. If Aerator Solutions disassembles or dismantles the Equipment if the Equipment is not bought or rented by the City, Aerator Solutions shall remove the Equipment and leave the area where the Equipment was installed in the same condition as it was prior to the installation of the Equipment. Upon termination of this Agreement, the City shall return the Equipment to Aerator Solutions in good working order, ordinary wear and tear excepted. Prior to re-delivery to Aerator Solutions, the City shall remove all exterior dirt, offensive odor and chemical or biological materials from the Equipment. All costs associated with the return of the units including duty, taxes, and brokerage fees, as applicable are the responsibility of Aerator Solutions.
6. **PREVAILING WAGE ACT** –Aerator Solutions understands and acknowledges that this Agreement may be subject to the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. The information regarding current prevailing wage rates, is found in the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract, as may be applicable, must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
7. **TITLE, PERSONAL PROPERTY** – During the Trial Period and Lease Period, title in the Equipment shall always remain with Aerator Solutions. The City shall have

- no right or interest in the Equipment except as provided in this Agreement and shall hold the Equipment subject and subordinate to the rights of Aerator Solutions.
8. **DEFAULT AND REMEDIES** - If the City shall default in the payment or otherwise breach any of the terms herein contained, or in the event any bankruptcy or insolvency proceeding is commenced by or against the City, or the City shall make any assignment for the benefit of creditors, or any action shall be taken against or by the City to accomplish such purpose, or if a receiver of the property or business of the City is appointed, then in any such event, in addition to any and all other remedies available, Aerator Solutions shall send a written notice of default to the City at the address provided by the City. Upon receipt of the notice of default, the City shall have 30 days in which to cure the default alleged in the notice of default. Upon expiration of 30 days without cure by the City, Aerator Solutions shall have the right to enter upon the premises with reasonable notice to the City and remove the Equipment during the City's WWTP's business hours, with or without legal process.
 9. **SPECIAL USE AND PERFORMANCE DATA** - In the event the Equipment is to be utilized in conjunction with a pilot study program, the City agrees to release to Aerator Solutions all performance data generated by and during the study. The City further agrees it will not release to other parties any of this performance data, except as provided by law.
 10. **COLLECTION** – Aerator Solutions will take such steps as deemed necessary to collect past due accounts. All costs involved in collecting the account, including reasonable attorney fees, will be paid by the City.
 11. **MISCELLANEOUS** - This Trial Agreement contains the entire agreement between the parties and no modifications may be made unless in writing. This Trial Agreement shall be governed by and construed under the laws of the State of Illinois and venue for any legal action by Aerator Solutions to enforce its rights shall be asserted in McHenry County, Illinois and venue for any legal action by the City to enforce its rights shall be asserted in Winnebago County, Illinois.
 12. **NON-APPROPRIATION** – If funds are not allotted by the City for future fiscal years sufficient to make payments as provided for in this Agreement, the City may terminate this Agreement upon the expiration of the then fiscal year. Termination for this basis shall not be deemed a breach of the Agreement. The City agrees to provide Aerator Solutions immediate notice of its intention to terminate.
 13. **WARRANTY** – Aerator Solutions warrants the Equipment provided by Aerator Solutions to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the Equipment is put into service. The definition of the date the Equipment is put into service as to the City is the date in which the City decides to enter into and finalizes a purchase agreement for the Equipment. Aerator Solutions' warranty shall nevertheless be in effect during the Trial Period and/or the Lease Period in which the City is in possession of the Equipment, but it shall be suspended and not begin to toll until and if the City purchases the Equipment. Conditions to the Limited Warranties: The Limited Warranties are conditioned on (i) the City storing, operating, and maintaining the Equipment in accordance with the Aerator Solutions O&M

manual, (ii) no repairs, modifications, or alterations being made to the Equipment other than by Aerator Solutions or its authorized representatives, (iii) using the Equipment within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms, (iv) the City discontinuing use of the Equipment after it has, or should have had, knowledge of any defect in the Equipment, (v) the City providing prompt written notice of any warranty claims within the warranty period.

- 14. OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED** to replacing or repairing any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, the City shall notify Aerator Solutions of claimed defect, and Aerator Solutions shall have the privilege of examining the goods at the City's WWTP during business hours or where the goods have otherwise been placed in service. In the event this examination discloses no defect, the City shall have no authority to return the goods or parts to our factory for the further examination or repair. This warranty shall not apply to any goods or part which has been subjected to misuse, chemical attack/degradation, negligence or accident. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

In witness thereof, this Trial Agreement has been executed on the day and year first noted above.

AERATOR SOLUTIONS:

The City of Marengo, Illinois:

BY:
Jeffrey A. Arnold
Vice President and General Manager

BY:
TITLE:

SCHEDULE A

EQUIPMENT DESCRIPTION:

1 - EcoJet™ Direct Drive Mixer, Model M10-SSS, 230/460 V, 3 Phase, 60 Hz, 304 SS
Motor Mount, 304 SS Float & Mixer Discharge

Motor – 10 HP, 460/3/60, 1200 RPM

Motor shaft – one-piece 17-4 PH Stainless Steel

Motor Mount – 304 Stainless Steel

Mixer Discharge – 304 Stainless Steel

Float – 14 gauge, 304 Stainless Steel, polyurethane foam filled

Ship to Location is:

Please advise contact name and phone number for truck driver.

EQUIPMENT SUPPLIER

Company Name: Aerator Solutions **Contact:** Jeffrey Arnold

City: Roscoe **State:** Illinois **Phone:** 815-623-5111



AeratorSolutions
For the World's Wastewater™

Meet the
workhorses
of wastewater.

EcoJet™
Aerators and Mixers



We make aerators
and mixers.

We deliver reliability
and cost savings.

**If a product after 50 years
is still the industry standard,
you've done something
very right.**

We've been making aerators and mixers for a long time. The first floating mechanical aerator design – now our EcoJet™ High-Speed Aerator – was developed in 1963. The EcoJet™ High-Speed DDM Mixer design was introduced shortly thereafter, in 1969.

Our aeration and mixing workhorses have been known the world over for their rock-solid performance and efficiency.

Aerator Solutions is dedicated to providing the most advanced and effective aerator and mixing technologies for the wastewater industry. From tried-and-true solutions to cutting-edge technologies, we offer complete, start-to-finish engineering solutions for aeration and mixing.



• DEVELOPMENT • EVALUATION • DESIGN • MANUFACTURING • INSTALLATION • SERVICE

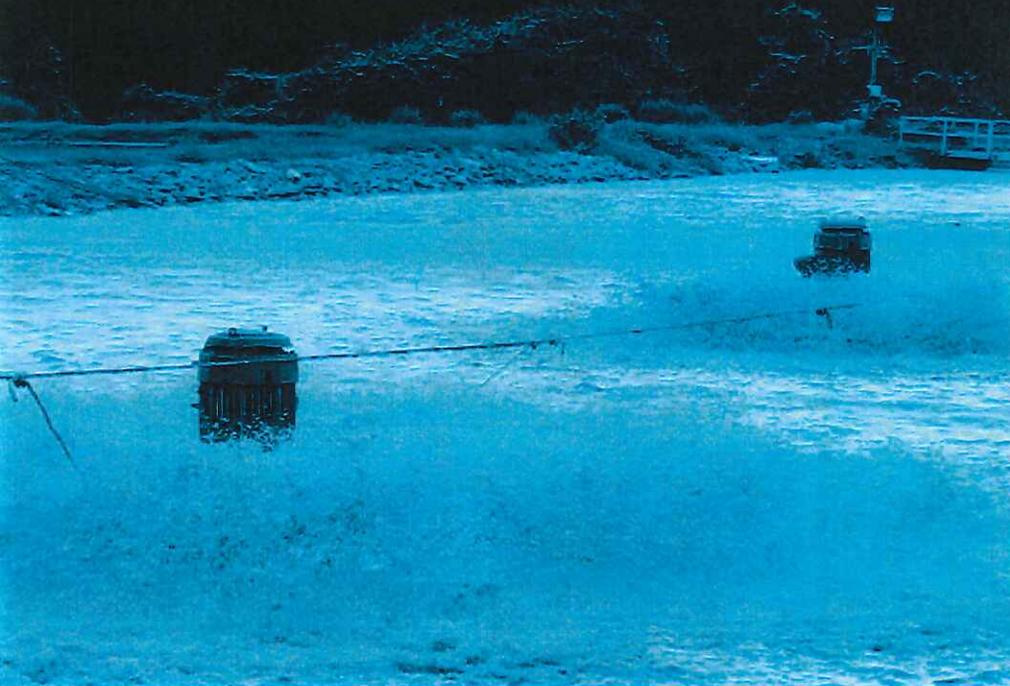
**Your operations.
Our partnership
approach.**

While our aeration and mixing equipment leads the industry, our partnership approach to doing business means you're not only investing in the most trusted solutions for wastewater applications, you're entering into a partnership dedicated to helping your wastewater operation run with more efficiency.

**Fast shipping.
Nimble production
capabilities.**

There's no need to wait extended periods of time for your aeration system. With a large inventory of in-stock components, we offer short lead times. We can ship repair parts and leased or rented equipment just as fast.

More than **fifty years**
of **proven**
performance.



For more than half a century, the EcoJet™ High-Speed Aerator design has proven to the world its unparalleled capabilities for municipal and industrial wastewater treatment. With ultimate versatility, no other mechanical aerator is more rugged or more efficient. And no other company is more trusted than Aerator Solutions.

Operational benefits

- Unparalleled performance
- Superior reliability
- Low operating costs
- Remarkable resistance to environmental conditions that can cause wear and damage



When it comes to floating aerators and efficiency, there is no competition.

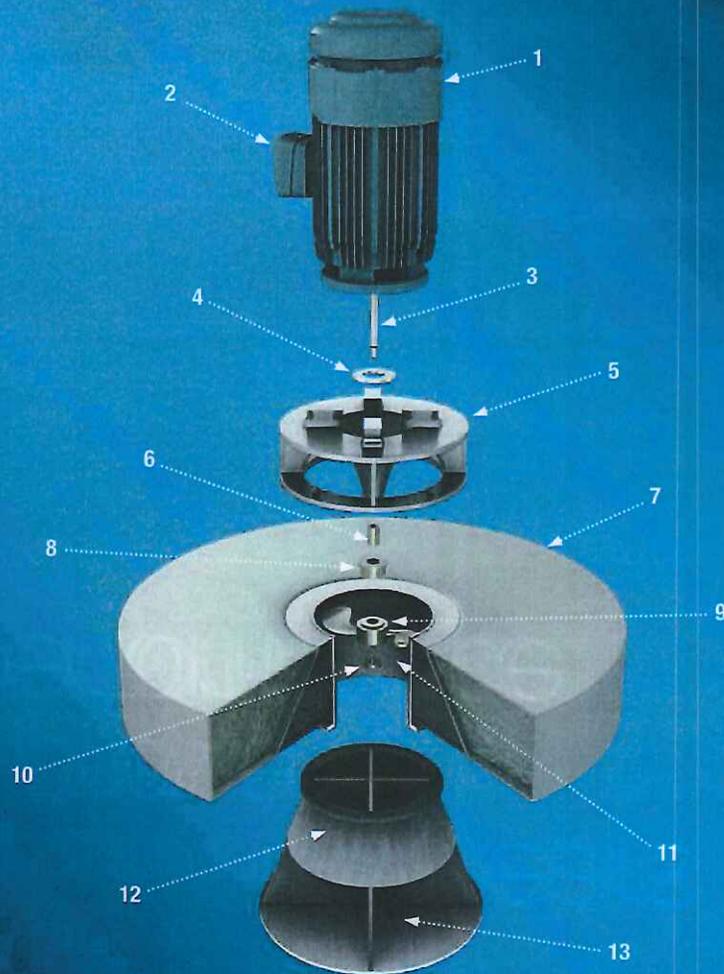
Providing powerful pumping action, the EcoJet™ High-Speed Aerator transfers oxygen by breaking up wastewater into a spray of particles. This action creates more surface area for atmospheric pressure to drive oxygen into the wastewater. At the same time, the oxygen-enriched water is dispersed and mixed. The entire process offers more efficient wastewater treatment for municipalities and industrial applications.

Typical wastewater treatment applications

- SBRs
- Aerated lagoons
- Cooling
- Activated sludge
- Post aeration
- Equalization basins



The highest quality components and materials in the business.



Major features and components.

1 Proprietary Motor

- Totally enclosed motor, fan-cooled
- Heavy gauge cast iron fan shield
- Class F insulation
- Service factor of 1.15, optionally up to 1.25
- Standard or premium efficient available
- Double-row bearings on drive end
- Heavy-duty L-10, 100,000-hour bearings
- Dynamically balanced and vibration tested
- Designed to meet the most demanding operational requirements

2 Motor Junction Box

- Opening in motor housing for winding leads is completely potted with epoxy filler
- Larger box for easier wiring

3 Motor Shaft

- One-piece continuous shaft from upper bearings to the propeller
- 17-4 PH stainless steel in the 1150°F heat-treated condition
- 135,000 PSI minimum yield strength, 35% stronger than competition
- Largest diameter shaft
- Threaded and keyed on drive end for simple propeller installation

4 Labyrinth Seal Guard

- Positioned below the bottom motor bearing to prevent moisture from migrating up the shaft into the lower bearing

5 Discharge Cone

- Massive monolithic casting, heavier than competition
- Large integral webs for rigid stability and increased lateral strength
- Designed for minimum head loss
- 304L or 316L stainless steel or cast steel epoxy-coated
- Provides for lowest vibration levels
- Produces maximum diffusion of water particles
- 100% contact with the volute, which distributes both static and dynamic loads

6 Deflector Bearing

- Shaft runs free under normal operating conditions
- Provides support only when under load

7 Float

- Largest one-piece float available
- Engineered to provide stability and better buoyancy
- Fiberglass reinforced polyester (FRP), or
- 14-gauge, 304L or 316L stainless steel
- Filled with closed-cell polyurethane foam that adds structural stability and prevents the possibility of sinking if damage occurs to the float exterior

8 Debris Deflector

- Machined for smooth fluid passage over the surface
- Material: Delrin® - An Industry-Leading, High-Performance Acetal Resin made by DuPont™
- Attached with three recessed, stainless steel set screws
- Double engagement provides an extra measure of preventing water migration up the shaft

9 Propeller and Key

- Maintenance friendly propeller exchange with keyed design and threaded shaft
- Keyed to mate to motor shaft in proper position
- Secured to shaft by stainless steel locking nut
- Precision investment casting
- 316L or 15-5 stainless steel
- Dynamically balanced
- Anti-fouling, non-cavitating for greater operational efficiency

10 Locking Nut

- Stainless steel
- Firmly and securely locks the propeller to the shaft
- Just two tools required to install or remove the propeller

11 Volute

- 304L or 316L stainless steel
- All sizes have bottom flange for simple bolt-on attachment of the standard intake cone or optional anti-erosion assembly or draft tube
- Gussets at top and bottom flanges add strength

12 Intake Cone

- 304L or 316L stainless steel
- Hydraulically designed for proper loading on propeller
- Sufficiently sturdy to support assembled aerator on hard, flat surface
- (Optional) Draft Tube for deep water depth application

13 Antierosion Assembly (optional)

- For low-water depth applications

The right material.
The right model.
The right results.

The EcoJet™ High-Speed Aerator offers a variety of standard aerator models and custom material combinations to help you achieve your effluent goals. Our experts can assist you determine the right choice for you operations that can ensure maximum return on investment, cost-effective operations and efficient results.

SSS Series

- Motor Shaft – One-piece 17-4 PH stainless steel
- Propeller – 316L or 15-5 stainless steel, dynamically balanced
- Discharge Cone – 304L stainless steel, monolithic casting
- Volute – 304L stainless steel
- Intake Cone – 304L stainless steel
- Float – 14-gauge, 304L stainless steel shell filled with closed-cell polyurethane foam

SFG Series

- Motor Shaft – One-piece 17-4 PH stainless steel
- Propeller – 316L or 15-5 stainless steel, dynamically balanced
- Discharge Cone – 304L stainless steel, monolithic casting
- Volute – 304L stainless steel
- Intake Cone – 304L stainless steel
- Float – Fiberglass-reinforced polyester shell filled with closed-cell polyurethane foam

CSS Series

- Motor Shaft – One-piece 17-4 PH stainless steel
- Propeller – 316L or 15-5 stainless steel, dynamically balanced
- Discharge Cone – Cast steel, monolithic casting, epoxy coated
- Volute – 304L stainless steel
- Intake Cone – 304L stainless steel
- Float – 14-gauge, 304L stainless steel shell filled with closed-cell polyurethane foam

CFG Series

- Motor Shaft – One-piece 17-4 PH stainless steel
- Propeller – 316L or 15-5 stainless steel, dynamically balanced
- Discharge Cone – Cast steel, monolithic casting, epoxy coated
- Volute – 304L stainless steel
- Intake Cone – 304L stainless steel
- Float – Fiberglass-reinforced polyester shell filled with closed-cell polyurethane foam

Special Materials

For applications that require special materials, such as 316, 316L or other materials, please contact us or request a quote for more information.

Reliably adding air
for more than 50 years.

EcoJet™ Aerator Models

Every aerator is slightly different. Just like your operations. That's why Aerator Solutions offers several different model selections to meet your efficiency and regulatory requirements. Review the typical surface aerator application characteristics below to determine the EcoJet™ model that's right for your operations. Then contact us to request a quote.

1800 RPM

Model	HP	RPM	IMP	DCM	DOD	DEPTH
A2	2	1800	9	28	95	7
A3	3	1800	18	40	145	8
A5	5	1800	20	45	150	8
A5 DS	5/2.2	1800/1200		31	103	8
A7	7.5	1800	21	50	160	9
A7 DS	7.5/3.3	1800/1200		34	111	9
A10	10	1800	23	55	180	10
A10 DS	10/4.4	1800/1200		35	97	10
A15	15	1800	25	64	214	10
A15 DS	15/6.6	1800/1200		42	137	10

1200 RPM

Model	HP	RPM	IMP	DCM	DOD	DEPTH
A20	20	1200	28	76	265	10
A20 DS	20/11.2	1200/900		62	201	10
A25	25	1200	30	85	295	10
A25 DS	25/14.0	1200/900		70	222	10
A30	30	1200	32	93	310	10
A30 DS	30/16.8	1200/900		75	229	10
A40	40	1200	33	107	330	11
A40 DS	40/22.5	1200/900		86	275	11
A50	50	1200	34	111	360	12
A50 DS	50/28.1	1200/900		89	278	12
A60	60	1200	35	122	395	12
A60 DS	60/33.7	1200/900		96	295	12
A75	75	1200	36	137	440	12
7511 DS	75/42.2	1200/900		109	322	12

900 RPM

Model	HP	RPM	IMP	DCM	DOD	DEPTH
A100	100	900	40	155	400	15
A100 DS	100/69.4	900/750		120	285	15

Notes

- Highlighted areas indicate dual-speed aerators
- IMP – Impingement diameter in feet (white water)
- DCM – Diameter of complete mix in feet
- DOD – Diameter of complete oxygen dispersion in feet
- DEPTH – Nominal operating depth where IMP, DCM and DOD hold true

Unmatched efficiencies.

EcoJet™ Aerator Stainless Steel Float Series

Designed for effluent processing that's beyond compare, the SSS and CSS stainless steel EcoJet™ High-Speed Aerators are available in three different models to produce effective results for your operations.

1800 RPM Stainless Steel Floats

Model	HP	RPM	A	B	C	D	SHAFT	WEIGHT
A2	2	1800	40.00	7.0	47.0	15.0	1.375	350
A3	3	1800	44.13	11.0	60.0	15.0	1.375	550
A5	5	1800	44.13	11.0	60.0	15.0	1.375	550
A5 DS	5/2.2	1800/1200	44.13	11.0	60.0	15.0	1.375	550
A7	7.5	1800	46.63	11.0	60.0	15.0	1.750	650
A7 DS	7.5/3.3	1800/1200	49.13	11.0	60.0	15.0	1.750	650
A10	10	1800	51.69	12.0	71.0	19.0	1.750	975
A10 DS	10/4.4	1800/1200	55.63	12.0	71.0	19.0	1.750	975
A15	15	1800	55.63	12.0	71.0	19.0	1.750	1,000
A15 DS	15/6.6	1800/1200	59.56	12.0	71.0	19.0	1.750	1,000

1200 RPM Stainless Steel Floats

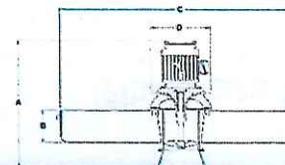
Model	HP	RPM	A	B	C	D	SHAFT	WEIGHT
A20	20	1200	67.94	14.0	84.0	23.00	2.125	1,350
A20 DS	20/11.2	1200/900	68.82	14.0	84.0	23.00	2.125	1,350
A25	25	1200	68.82	14.0	84.0	23.00	2.125	1,400
A25 DS	25/14.0	1200/900	69.70	14.0	84.0	23.00	2.125	1,400
A30	30	1200	86.94	16.0	96.0	27.75	2.245	1,900
A30 DS	30/16.8	1200/900	90.31	16.0	96.0	27.75	2.245	1,900
A40	40	1200	90.31	16.0	96.0	27.75	2.900	1,975
A40 DS	40/22.5	1200/900	93.70	16.0	96.0	27.75	2.900	1,975
A51	50	1200	90.31	16.0	96.0	27.75	2.900	2,050
A51 DS	50/28.1	1200/900	93.70	16.0	96.0	27.75	2.900	2,100
A50	50	1200	101.06	16.0	116.0	34.25	2.900	2,900
A50 DS	50/28.1	1200/900	102.81	17.0	116.0	34.25	2.900	2,975
A60	60	1200	102.81	16.0	116.0	34.25	2.900	3,100
A50 DS	60/33.7	1200/900	102.81	17.0	116.0	34.25	2.900	3,200
A75	75	1200	102.81	16.0	116.0	34.25	2.900	3,150
A75 DS	75/42.2	1200/900	104.56	17.0	116.0	34.25	2.900	3,250

900 RPM Stainless Steel Floats

Model	HP	RPM	A	B	C	D	SHAFT	WEIGHT
A100	100	900	120.0	17.0	131.0	45.0	3.930	4,700
A100 DS	100/69.4	900/750	124.00	19.0	131.0	45.0	3.930	4,950

Notes

- Highlighted areas indicate dual-speed aerators
- SHAFT – Shaft diameter
- All dimensions in inches
- WEIGHT – Approximate shipping weight (lbs.)
- Weight is in pounds



Chemically resistant.....
 Cost effective.

Fiberglass Float Series

Designed for wastewater treatment applications in corrosive environments, fiberglass EcoJet™ High-Speed Aerators provide unparalleled protection. The SFG and CFG EcoJet™ High-Speed Aerators are available in three different models.

1800 RPM Fiberglass Floats

Model	HP	RPM	A	B	C	D	SHAFT	WEIGHT
A2	2	1800	40.00	7.0	47.0	15.0	1.375	350
A3	3	1800	44.13	11.0	64.5	15.0	1.375	550
A5	5	1800	44.13	11.0	64.5	15.0	1.375	550
A5 DS	5/2.2	1800/1200	44.13	11.0	64.5	15.0	1.375	550
A7	7.5	1800	46.63	11.0	64.5	15.0	1.750	650
A7 DS	7.5/3.3	1800/1200	49.13	11.0	64.5	15.0	1.750	650
A10	10	1800	51.69	12.0	71.5	19.0	1.750	925
A10 DS	10/4.4	1800/1200	55.63	12.0	71.5	19.0	1.750	925
A15	15	1800	55.63	12.0	71.5	19.0	1.750	950
A15 DS	15/6.6	1800/1200	59.56	12.0	71.5	19.0	1.750	950

1200 RPM Fiberglass Floats

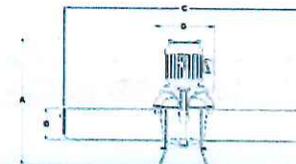
Model	HP	RPM	A	B	C	D	SHAFT	WEIGHT
A20	20	1200	67.94	14.0	84.5	23.00	2.125	1,150
A20 DS	20/11.2	1200/900	68.82	14.0	84.5	23.00	2.125	1,150
A25	25	1200	68.82	14.0	84.5	23.00	2.125	1,200
A25 DS	25/14.0	1200/900	69.70	14.0	84.5	23.00	2.125	1,200
A30	30	1200	86.94	16.5	96.0	27.75	2.245	1,900
A30 DS	30/16.8	1200/900	90.31	16.5	96.0	27.75	2.245	1,900
A40	40	1200	90.31	16.5	96.0	27.75	2.900	1,950
A40 DS	40/22.5	1200/900	93.70	16.5	96.0	27.75	2.900	1,950
A51	50	1200	90.31	16.5	96.0	27.75	2.900	2,000
A51 DS	50/28.1	1200/900	93.70	16.5	96.0	27.75	2.900	2,050
A50	50	1200	101.06	16.5	116.0	34.25	2.900	2,400
A50 DS	50/28.1	1200/900	102.81	16.5	116.0	34.25	2.900	2,500
A60	60	1200	102.81	16.5	116.0	34.25	2.900	2,800
A60 DS	60/33.7	1200/900	102.81	16.5	116.0	34.25	2.900	2,900
A75	75	1200	102.81	16.5	116.0	34.25	2.900	2,850
A75 DS	75/42.2	1200/900	104.56	16.5	116.0	34.25	2.900	2,950

900 RPM Fiberglass Floats

Model	HP	RPM	A	B	C	D	SHAFT	WEIGHT
A100	100	900	120.00	20.0	116.0	45.0	3.930	4,450
A100 DS	100/69.4	900/750	124.00	23.0	116.0	45.0	3.930	4,650

Notes

- Highlighted areas indicate dual-speed aerators
- Shaft – Shaft diameter
- All dimensions are in inches
- WEIGHT – Approximate shipping weight (lbs.)
- Weight is in pounds



EcoJet™ (DDM) Mixers – The standard for mixing efficiency.

EcoJet™ mixers from Aerator Solutions are a time-tested, proven solution achieving efficient operations for some of the most rugged and demanding mixing applications.

Available in the SSS Series and SFG Series, the EcoJet™ High-Speed DDM Mixer has withstood the test of time and continues to provide superior results, straightforward operation and easy maintenance.

Applications

- SBRs
- Disinfection
- Equalization
- Neutralization
- Denitrification
- Anoxic Systems
- Directional Mixing
- Blending Combined Streams

Features

- Wide range of materials of construction
- Proprietary TEFC Motor design with one-piece shaft
- Motor base available in any type stainless steel
- Floats available in stainless steel or fiberglass
- Complete mooring and electrical accessories available
- Optional equipment for special installation requirements



The choice is yours.

The EcoJet™ High-Speed DDM Mixer offers a variety of options to meet your compliance requirements. Offering a vast range of ratings and horsepower to bring versatility and performance to your operations.

Materials of construction

Standard model	SSS Series	SFG Series
Motor Shaft	One-piece 17-4 PH stainless steel	One-piece 17-4 PH stainless steel
Propeller	316L or 15-5 stainless steel	316L or 15-5 stainless steel
Motor Base Assembly	304L stainless steel	304L stainless steel
Discharge Volute Assembly	304L stainless steel	304L stainless steel
Float Core	304L stainless steel	304L stainless steel
Float	14-gauge, 304L stainless steel shell, filled with closed cell polyurethane foam	Fiberglass reinforced polyester shell, filled with closed-cell polyurethane foam

EcoJet™ (DDM) Mixers – A smarter mixing solution.

Motor

- Totally enclosed, fan-cooled
- Rated severe chemical duty
- Class F insulation
- Double-row bearings on drive end
- Heavy-duty L-10, 100,000 hour bearings
- Heavy-duty seals
- Largest diameter shafts
- Stainless steel hardware
- Service factor of 1.15
- Designed to meet demanding operational requirements



Propeller

- Precision investment casting
- 316L or 15-5 stainless steel
- Dynamically balanced
- Keyed to mate to motor shaft
- Secured by stainless steel locking nut
- Simple installation or removal
- Anti-fouling, non-cavitating for greater operational efficiency



Motor Module

- One-piece 17-4 PH stainless steel shaft
- Shaft threaded and keyed on drive end
- 135,000-PSI shaft yield strength
- Dynamically balanced
- Hydraulically balanced
- Optimized motor module design minimizes vibration



Float

- Largest one-piece floats available
- Fiberglass reinforced plastic or 14-gauge, 304L stainless steel
- Engineered to provide stability
- Filled with closed-cell polyurethane foam adds stability and prevents possibility of sinking if damage occurs to float exterior



Motor Base Assembly

- 304L stainless steel or epoxy coated steel
- Interlocking debris deflection in lower portion of assembly
- Alignment of motor controlled by machine index
- Double engagement of debris deflector provides protection of motor windings and bearings when motor is reversed
- Deflector bearing located at end of motor base
- Shaft runs free under normal operating conditions
- Proprietary seal design



Discharge Volute Assembly

- 304L stainless steel
- Reinforced with gussets to maintain dimensional integrity
- Volute is transitioned to retain more velocity of fluid for improved performance
- Advanced hydraulic features maximize mixer efficiency



Your wastewater treatment operations are in solid hands.

Aerators Solutions
For the World's Wastewater



Refurbished equipment. Low investment. High efficiencies.

There's no reason to sacrifice efficiencies just because a brand new aerator or mixer isn't in the budget. With options for purchasing a refurbished system or reconditioned components, Aerator Solutions can make what was old seem new again. And help give your operations a boost without breaking the budget.

Better than New™ Equipment

Aerator Solutions can recondition the motor module by refurbishing the discharge cone or motor base from our own, and any competitors' aerator or mixer. We will recondition the components, and add a new motor, shaft parts, and propeller to make a Better than New motor module.

- Dynamically balanced motor module to ensure long life of unit
- Significant savings will result depending on unit size

EcoFurbished™ Equipment

EcoFurbished™ aerators and mixers are systems from Aerator Solutions that were previously used as rentals or other applications. Re-built to our strict standards, our EcoFurbished solutions are available for shipment immediately, based on current inventory.

- Significant savings compared to new equipment
- 1-year mechanical warranty



Proprietary motor designs for peerless processing.

One of the many reasons Aerator Solutions is the leading aerator solution for the wastewater industry, is our proprietary motor design brings ultimate efficiencies to your operations. The EcoJet™ High-Speed Aerator TEFC motors are specifically suited for pulp and paper mills requiring severe-duty, long-life motors.

What's more, when you work with one of our experts, we can help you determine typical cost savings. We'll simply determine the number of motors on site, number of operational hours for each unit, kilowatt-hour cost, and then provide a calculation showing the estimated savings typically garnered from EcoSaver™ motors.

EcoJet™ aerator TEFC Motor standard features

- Class F insulation
- One piece 17-4PH stainless steel shaft
- Rated severe chemical duty
- Totally enclosed fan-cooled
- Potted junction box for motor leads
- 135,000 psi yield strength on motor shaft
- Available in all OSHA colors
- One-year mechanical warranty
- 1.15 service factor

Optional features

- Dual speed
- Space heaters
- Explosion proof
- Tnemec special paints
- Thermal overload protection
- InproSeal bearing isolators at both ends
- EcoSaver™ energy efficient upgrade with 3-year mechanical warranty
- 1.25 service factor
- IEEE 841

Technical details

- Bearing protection meets IP56
- Rubber lead separator between terminal box and frame
- Epoxy paint system exceeds 250 hours salt fog test
- Interior surfaces are epoxy coated
- Non-sparking fan
- NPT threaded terminal box
- Seamless copper lead lugs
- Seamless stainless steel grease extension tubes
- Class F insulation (Impregnation resin and magnet wire are Class H)
- All frames with re-greasable ball bearings

Electrical Power Cable Selection

Depending on your configuration, Aerator Solutions has the right power cables and electrical accessories for a variety of horsepower and requirements. Don't see the cable size or accessory you need? Just contact us for further assistance.

230 VOLTAGE		AWG CABLE SIZE									
HP	AMPS	12-4	10-4	8-4	6-4	4-4	2-4	0-4	00-4	000-4	
2	6.8	520	910	1400							
3	9.2	290	630	990	1540						
5	15	200	380	600	930	1420					
7.5	22		255	405	630	965	1525				
10	28			320	500	780	1240				
15	40				345	525	835	1265			
20	52					405	645	975	1195		
25	64						520	785	970		
30	76						445	655	805	980	
40	100							500	610	740	
50	122								520	620	

460 VOLTAGE		AWG CABLE SIZE									
HP	AMPS	12-4	10-4	8-4	6-4	4-4	2-4	0-4	00-4	000-4	
2	3.4	2090									
3	4.6	1600									
5	7.5	975	1540								
7.5	11	660	1040	1630							
10	14	510	810	1270	1990						
15	20		570	895	1395	2110					
20	26			680	1060	1630					
25	32			550	870	1320	2240				
30	38				720	1095	1865	2620			
40	50					820	1395	2000			
50	62						1165	1620	1990		
60	76						960	1350	1655	1995	
75	90							1100	1350	1620	
100	127							790	985	1260	

575 VOLTAGE		AWG CABLE SIZE									
HP	AMPS	12-4	10-4	8-4	6-4	4-4	2-4	0-4	00-4	000-4	
2	2.7	2760									
3	4	2325									
5	6	1630	2430								
7.5	9	1025	1625	2545							
10	11	830	1320	2070							
15	16		965	1425	2225						
20	21		690	1080	1690						
25	26			870	1360	2070					
30	30			745	1155	1745					
40	40				875	1325	2100				
50	49				715	1085	1725				
60	61					895	1425				
75	71					810	1260				
100	101							1230	1540	1970	

Notes

- AMPS – Full load AMPS
- Maximum cable length in feet, based on 5% voltage drop and a .90 power factor

Electrical Accessories

Power Cable

- Flexible stranded copper conductors with lightweight, high dielectric strength insulation
- Rated at 105 degrees centigrade
- Superb flexibility, superior abrasion, ozone, chemical, oil and water resistance
- Manufactured with non-wicking polypropylene fillers
- Stamped "water-resistant"



Power Cable Float



- Holds power cable at water surface
- Avoid possibility of cable dragging on bottom and getting ingested into aerator

Power Cable Support Bracket

- Standard on stainless steel, optional on fiberglass floats
- Bracket is welded to float on stainless steel models
- Power cable is clamped to brackets to protect cable from abrasion

Quick Disconnect Plug

- Fully insulated
- Abuse-resistant
- Heavy-duty housings
- Series of neoprene glands are supplied with plugs and connectors to ensure a reliable seal at cable entry point
- Gasketed locking rings and covers prevent contamination from dust, water and other matter



Quick-Disconnect Receptacle

- Fully insulated and abuse-resistant
- Heavy-duty nylon housings
- All metal parts made of corrosion resistant materials, color-coded by voltage, in accordance with I.E.C. standards for quick and easy identification of matching devices
- Self-closing cover provides a weatherproof seal



Electrical Cable Tie

- Heavy-duty weather-resistant nylon
- Variety of available sizes to accommodate cable sizes used on aerator
- Minimum loop tensile strength 120 pounds (complies with paragraph 3.5.1 of MIL-S-23190E)



Strain Relief Grip

- Designed to prevent tension from being transmitted to joints and terminals on the power cable, which could result in pullout
- Stronger than cable in most applications
- Gives much greater security than use of compression fitting alone
- Available in sizes that match specific cable used



Compression Fitting

- Seals power cable into the motor junction box
- Available in sizes that match specific cable used



Accessorize your aerator. Make the most of your operations.

Whether you need spray control or anti-icing capabilities, optional accessories are available for ultimate efficiencies.

EcoMask™ Spray Containment Dome

Used to control and contain the mist and spray generated by the pumping action of the aerator, the spray dome controls the water discharge and directs the water back into the bulk liquid, minimizing mist and retaining heat.

EcoPak™ Anti-Ice Diffuser

Made of a cast aluminum ring, the EcoPak is bolted to the top of the discharge cone to minimize ice build-up on the machine. The ring contains heating cable and ranges from 1000 to 5000 watts, based on the horsepower of the aerator. The anti-ice diffuser is equipped with an integral junction box that contains an automatic, adjustable thermostat. The anti-ice diffuser requires an independent, 2-conductor electrical power cable for operation.

Low Trajectory Diffuser

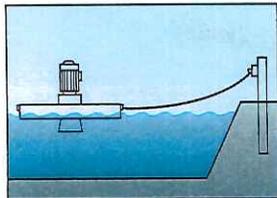
The low trajectory diffuser (LTD) ring is bolted to the top of the discharge cone to lower the aerator spray pattern. The LTD assembly reduces windblown spray and misting, and reduces icing in colder climates.

Anti-Erosion Assembly

The anti-erosion assembly consists of a standard intake cone with an integral plate, attached to the bottom. The anti-erosion assembly causes water to be drawn from the sides, rather than from directly below the aerator, thus helping to prevent bottom erosion that can sometimes occur in earthen or lined basins. These assemblies are also used to prevent disturbance of the sludge blanket in lagoon systems.

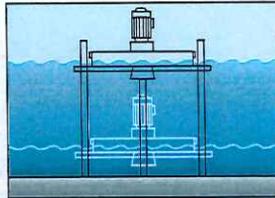
Anchor your aerator. Mooring arrangements.

There's more to mooring than meets the eye. Variations in water levels can influence wastewater treatment applications and selecting the proper mooring configuration for your operations can help increase overall efficiencies.



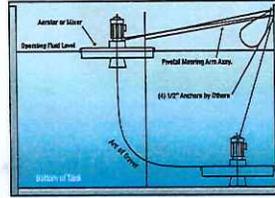
Shore Mooring

Most common mooring arrangement. Shore end connection is made to eyebolt or embedded anchor.



Restrained Mooring

For applications with large variations in water level. The restrained mooring frame fits around the mooring posts and allows the aerator to slide up and down the posts with changes in water level.



Pivotal Mooring

Pivotal mooring arms allow the aerator to move vertically with any change in the water level, and allow the aerators to be pulled to the side of the tank for maintenance.

Mooring Accessories

Mooring Cable



- Designated by the number of strands in the cable and the number of wires in each strand.
- In cable specified by Aerator Solutions, 7x19 means 7 strands of 19 wires each.
- All mooring cable is manufactured of 7x19 strand, 304 stainless steel.

HP	DIA	WGHT	STGH
2-30	3/16	65	3,700
40-75	1/4	110	6,400
100	3/8	243	12,000

Notes

HP Aerator horsepower
DIA Cable diameter in inches
WGHT Approximate weight per 1,000 feet in pounds
STGH Nominal breaking strength in pounds

Shackles

- Heavy-duty functionality
- 304 stainless steel
- Available sizes: 3/16", 1/4", and 3/8" for use with corresponding diameter mooring cable
- Attached to the thimble
- Allows for easy detachment of the aerator from the mooring line



Extension Spring



- Used for small variations in water levels
- Stainless steel construction
- Installed at mooring points for approximately 10 inches of expansion for each spring

Thimble

- Heavy-duty functionality
- 316 stainless steel
- Available size: 3/16", 1/4", and 3/8" for use with corresponding diameter mooring cable



Snap Hook

- Heavy-duty functionality
- 304 stainless steel
- Available sizes: 3/16", 1/4", and 3/8" for use with corresponding diameter mooring cable
- Attached to thimble
- Allows for simple detachment of the aerator from the mooring line for scheduled maintenance or other services



Mooring Hardware Arrangement - 3/16" - 1/4"



- For up to 30 HP: use one thimble and one clip on each end of the mooring line
- Above 30 HP: use one thimble and two clips on each end of the mooring line.

Wire Rope Clip

- Heavy-duty U-bolt clips
- 316 stainless steel
- Available sizes: 3/16", 1/4", and 3/8" for use with corresponding diameter mooring cable



Mooring Ring

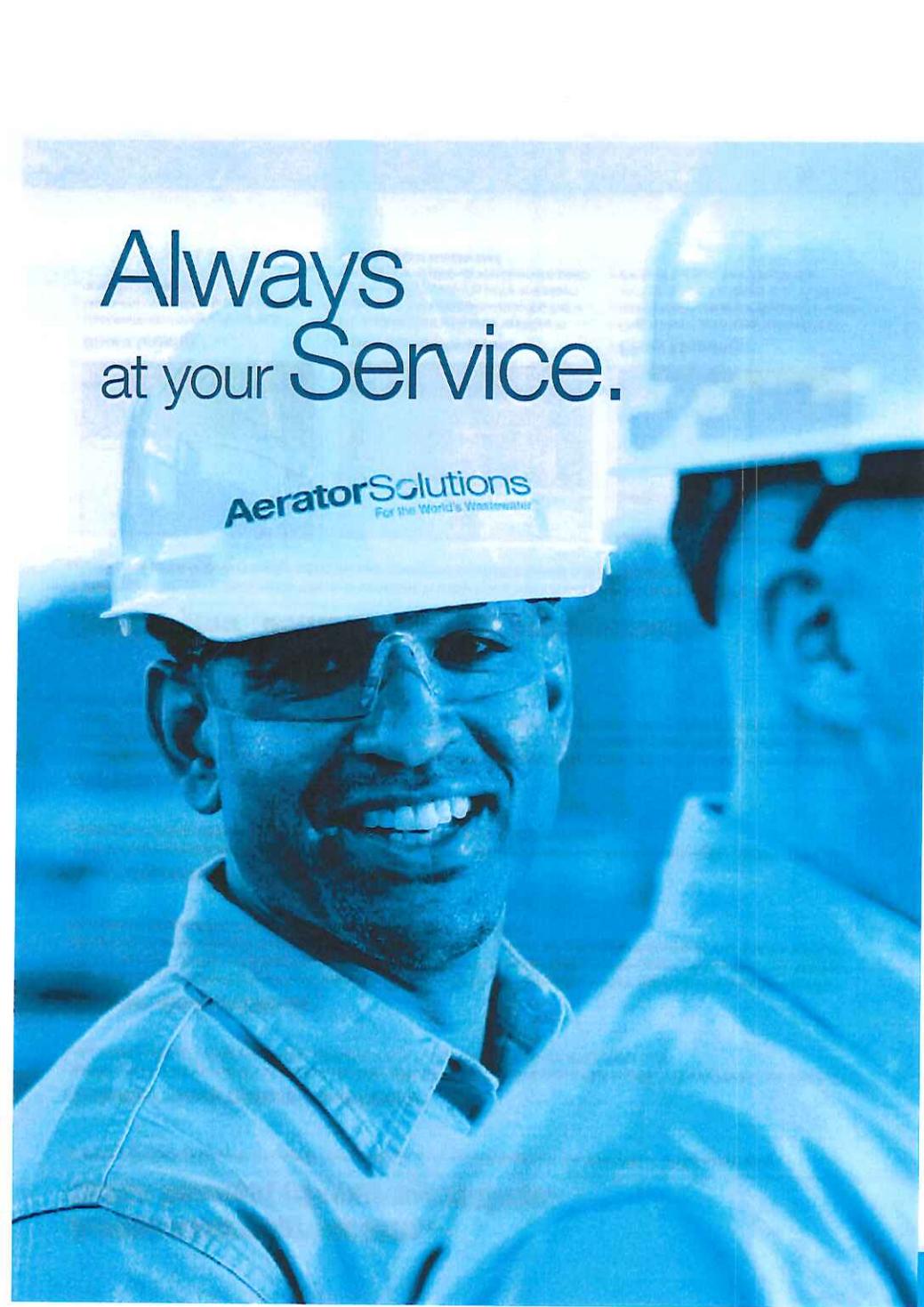
- 304 stainless steel
- Connect aerators together when not moored to shore, posts, or concrete blocks



Larger Mooring Hardware Arrangement - 3/8"



- Consists of one thimble and two wire rope clips on each end of the mooring line
- Install U-bolt section of wire rope clips on "dead" or short end of cable
- Install saddle on "live" or long end of cable
- Apply second clip as near to thimble as possible



Always
at your Service.

Aerator Solutions
For the World's Wastewater

Need service or replacement parts? Name your brand. We'll support it.

Waiting on replacement parts can often cause costly downtime for municipal and industrial wastewater treatment plants. That's why Aerator Solutions makes it quick and easy to order replacement parts to ensure your operations maintain efficiencies.

We offer replacement parts for complete EcoJet™ High-Speed Aerators and EcoJet™ High-Speed DDM Mixers and all previously manufactured aerators and mixers.

Parts are 100 percent interchangeable with the following systems:

- Aqua-Jet® by Aqua-Aerobics
- Aerators, Inc.
- Aqua-Lator®
- Evoqua
- Siemens
- Welles Products/Peabody Welles
- US Filter

If buying isn't an option, rent or lease.

Sometimes there just isn't enough capital in the budget to invest in new equipment. That doesn't mean your operations or efficiencies need to suffer. Aerator Solutions offers lease and rental plans to meet your operational requirements and your budget restrictions.

Lease programs give the option to pay for the equipment over time while offering immediate installation.

Rental programs are useful options for emergency situations that require additional aeration equipment and quick installation.

How about an aeration evaluation?

It's a no-brainer that evaluating wastewater treatment equipment is important. Maintaining aerators and mixers to operate at maximum efficiencies is vital for productive operations. That's why Aerator Solutions offers equipment evaluations with minimal disruption to the plant.

Our service technicians visit your facility at a convenient time and provide detailed evaluations of your aerators and mixers. Following the evaluation, our experts will visit with you about preventative maintenance, system upgrades, or necessary repairs to maintain your equipment at optimum efficiencies.

Aqua-Jet® is a registered trademark of Aqua-Aerobic Systems, Inc.
Aqua-Lator® is a registered trademark of Evoqua.

Where trusted performance and cutting-edge meet.

Aerator Solutions is a leading provider of aerators and mixers for industrial and municipal wastewater treatment. We're known the world over for the rock-solid performance of our EcoJet™ High-Speed Aerator and EcoJet™ High-Speed DDM Mixer. Most recently, we've introduced the EcoDome™ aeration system – employing a hyperbaric dome – which is further redefining how wastewater is treated.

Our service and expertise in wastewater treatment is trusted worldwide. We assist in design, planning, and implementation of our aeration and mixing products to meet your process requirements with ultimate efficiency.

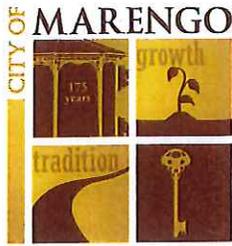
AeratorSolutions
For the World's Wastewater™

11765 Main Street Roscoe, IL 61073
Phone: 815 623-5111 Fax: 815 623-7111
aeratorsolutions.com

The specifications and dimensions in this catalog are intended to be representative and illustrative of the size, function and appearance of our products. The descriptions, data, and charts are not intended to be engineering specifications universally applicable to specific design problems. Since particular designs, installations, and plants call for specific requirements, we recommend that customers consult Aerator Solutions for exact data and recommendations that may be required for special applications.



#8d



AGENDA COVER MEMORANDUM

MEETING DATE: September 11, 2017

ITEM TITLE: Well # 7 Rehabilitation – Layne Christensen

ACTION REQUESTED: Authorization- Waiving of formal bidding process

DEPARTMENT HEAD: Howard Moser, Director of Public Works

BACKGROUND:

In 2016 Layne Christensen performed a PM test of well # 7 and according to the report Well No. 7's specific capacity (20.5 GPM/Ft-drawdown in 2016) has dropped significantly, *more than 59%*, as compared to the 50 GPM/Ft-drawdown recorded in the 2001 well test. This is likely an indication of blockage in the well screen due to bacterial/mineral buildup. The motor amperage had decreased from 60 amps to approximately 40 amps, likely due to the decrease in head capacity, which reflects a decreased load on the motor. The 2016 pump performance curve in comparison to the pump design curve plotted significantly below the curve, which indicates significant wear on the bowl assembly.

Based on the PM report Staff budgeted for the inspection and rehabilitation in the 2017 budget. Layne Christensen sent a crew out to remove the 50 HP pump from Well # 7 on Monday August 22, 2017. The pump was taken to their shop for inspection and the well was televised. After inspection Layne Christensen submitted the attached proposal for pump repairs and well rehabilitation.

The City of Marengo currently has a professional services agreement with Layne Christensen for Well maintenance and repairs. This agreement was approved at the November 28, 2016 regular Council meeting. As part of the agreement we receive a 5% discount on all on site labor and a 10% discount on all specialty services (televising, Sonarjet, etc.).

RECOMMENDATION:

Staff requests authorization to waive the formal bidding process and accept the proposal from Layne Christensen Company, 721 West Illinois Avenue, Aurora, IL 60506 in the amount of \$32,383.00. Funding for this project will come from the Water & Sewer Capital Construction Fund –Water Utility Infrastructure Maintenance account (37-00-712-70).

Attachments:

Layne Christensen Proposal
 Test Data Sheets



August 31, 2017

City of Marengo
 ATTN: Mr. Howard Moser, Director of Public Works
 835 W. Grant Highway
 Marengo, IL 60152

RE: Well No. 7 – Pump Repairs and Well Rehabilitation

Dear Howard:

The 50 HP, 3500 rpm submersible pump has been pulled from your Well No. 7 and thoroughly inspected for the needed repairs. The well has also been televised, and thus, we have all of the information needed to provide an updated Well No. 7 repair estimate.

The City authorized Layne to proceed with the Phase I work at Well No. 7, basically consisting of the pulling of the pump, inspection of the pump, downhole T.V. survey, and a report on our findings. Please find attached our detailed Pump Inspection Report, as well as the Downhole Video Survey Report.

The pump repairs are not extensive at all, with the major components being the routine rebuilding of the cast iron bowl assembly, in addition to the replacement of the 6" ductile iron, positive check valve. We would also need to replace miscellaneous items, such as the Toro plastic airline, stainless steel banding, airline fittings, etc.

The condition of the well was another story, but not one that involves any surprise, since our 2016 PM testing indicated a drop in Specific Capacity of the well. While the well integrity appears to be in very good condition (Layne drilled this well in 1993), the 12" stainless steel well screen is severely plugged with mineral deposits, which would explain the drop in Specific Capacity. Layne performed well rehabilitation at Well No. 7 in 1997 and 2001, so again, this is really not surprising. Since the prior two well rehabilitation projects were successful and involved using a combination of our patented SonarJet well cleaning, well brushing, and surge block redevelopment, we have based our updated estimate on doing a very similar well rehabilitation cleaning.

Our total, updated repair and well rehabilitation estimate is broken down as follows:

• Phase I cost	\$5,804.00
• Disassemble, clean, and inspect Berkeley cast iron bowl assembly	\$1,775.00
• Routine rebuilding of Berkeley bowl assembly, est.	\$3,950.00
• New 6" ductile iron positive check valve	\$931.00
• Miscellaneous shop labor - epoxy coat 6" pipe coupling and short nipple off bowl (in & out); install same in bowl, along with new check valve; reload for job, and splice new cable, est.	\$950.00

WATER RESOURCES

City of Marengo
 ATTN: Mr. Howard Moser, Director of Public Works
 August 31, 2017
 Page 2

• 50 feet of No. 4, 600 Volt power cable @ \$5.20/foot	\$260.00
• Remobilization, reinstallation, and testing of pump, 24 hours @ \$382.00/hour	\$9,168.00
• Well brushing of casing and screen, prior to SonarJet well cleaning, 4 hours @ \$382.00/hour	\$1,528.00
• SonarJet treatment, lump sum	\$5,425.00
• Surge block redevelopment and bailing, est. 6 hours @ \$382.00/hour	\$2,292.00
• Miscellaneous materials: airline, splice kit, stainless steel banding, etc.	\$300.00
TOTAL WELL REHAB REPAIR ESTIMATE	\$32,383.00

If you would like Layne to perform the bacteriological sampling after the work is completed, we could do this at a rate of \$213.00/hour for our Serviceman with Service Truck.

The Terms and Conditions on page 4 of our initial June 21, 2017 letter would still apply to this final phase of work. This includes the dialogue on the well rehabilitation, in addition to the fact that the Professional Service Agreement (PSA) we signed with the City last December, also applies a 5% discount on all site labor and a 10% discount on all specialty services (T.V. survey, SonarJet, etc.).

We appreciate the opportunity to submit this updated information. If you would like us to move forward with this work, please sign below and email back a copy. Please call if you have any questions.

Yours very truly,

Thomas P. Healy
 Thomas P. Healy, P.E.
 General Manager
 Layne Christensen Company

TPH/mcw

WORK AUTHORIZED BY:

Print Name

Date

Signature



City of Marengo, IL

PREVENTATIVE MAINTENANCE TESTING REPORT



WATER · MINERAL · ENERGY
Layne Christensen Company
721 W. Illinois Ave.
Aurora, IL 60506

Well #7

Bowl Assembly Peerless 8MA-3 stages
Column Assembly 6"- 8TPI 3/4" Taper T&C
Discharge Head Pitless Adapter
Motor/Cable 50 HP, 3450 RPM, Franklin/ size #4 flat cable
Airline Length 37 Feet
Previous Pump Repair 1997
Previous Well Rehabilitation 1997 Brushing

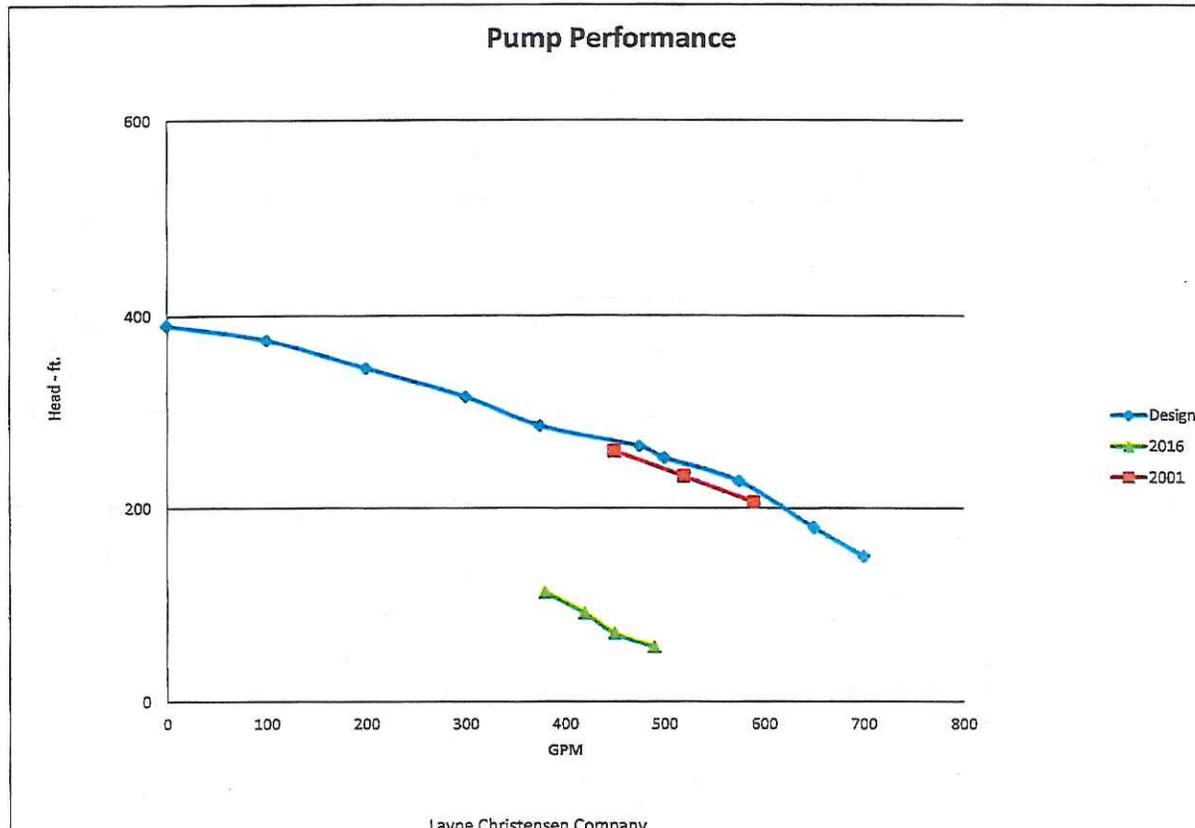
Date	Time	Estimated run time prior to data collection	PWL		Drawdown	GPM	Specific Capacity	Discharge Pressure		Estimated Column Friction	Sand Content	
			SWL	(Ft. above bowl)				PSI	Feet		Mason Jar	Rossum
1	4/16/2001	20 mins	9	19	9	450	50.0	104	240.24		258.2	
2	4/16/2001	15 mins	9	17	11	520	47.3	92	212.52		232.5	
3	4/16/2001	20 mins	9	16	12	590	49.2	80	184.8		205.8	
4	7/19/2016	30 mins	3	16	18	380	21.1	40	92.4		113.4	
5	7/19/2016	30 mins	3	14	20	420	21.0	30	69.3		92.3	
6	7/19/2016	30 mins	3	12	22	450	20.5	20	46.2		71.2	
	7/19/2016	30 mins	3	10	24	490	20.4	13	30.03		57.0	

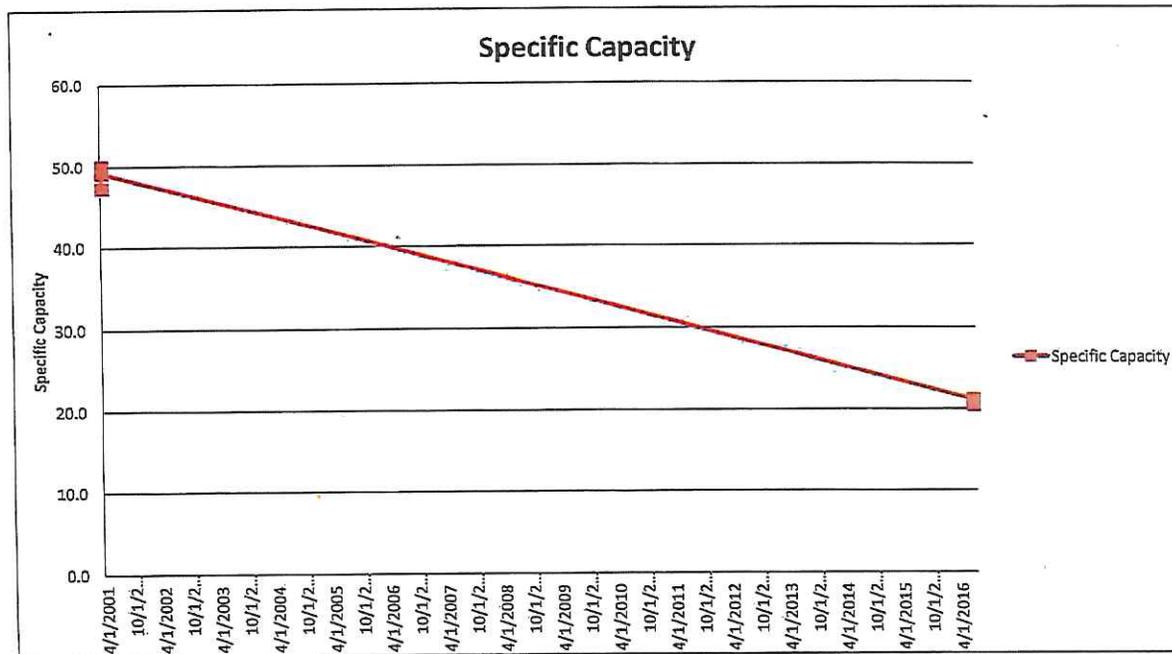
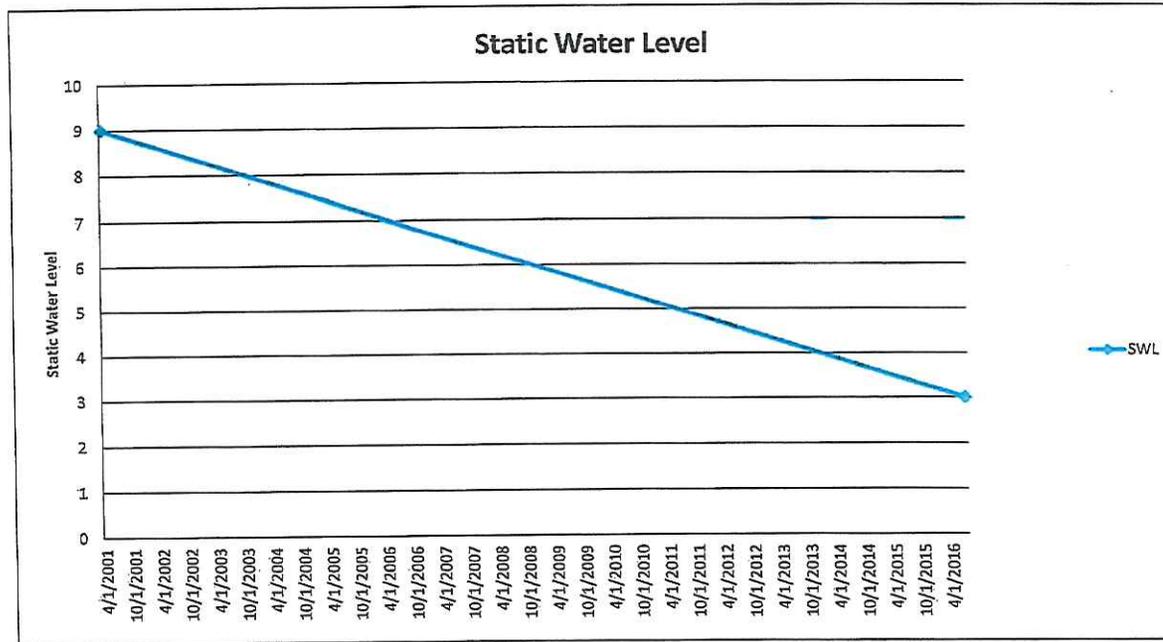
Notes:

1. PWL refers to the pumping water level 2. SWL refers to the static water level 3. TDH refers to the total dynamic head

Factory Performance Data

GPM	TDH
0	390
100	375
200	345
300	315
375	285
475	264
500	252
575	228
650	180
700	150







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

July 2017

I respectfully submit the following report

General Cases

Incident Reports: 292
Assist Other Agency: 51
Open Doors Found: 1
Alarm Responses: 10

Citations Issued

Traffic Stops: 77
Traffic Citations: 47
Parking Tickets: 7
City Ordinance Violations: 9
Verbal and Written Warnings: 56

Finances

Fines Collected: \$2,142.34
Received from Circuit Clerk: \$435.00
Drug Fines: \$0
City Ordinance Fines: \$900.00
Bail/Bond Admin Fees: \$60.00
Total Collected: \$3,537.34

Arrests

Criminal Complaints: 20
DUI: 2
Warrants: 2
Total Arrests: 14

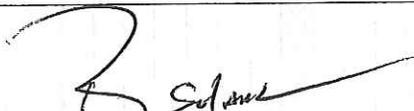
Traffic Accidents

Property Damage: 11
With Injury: 0
Total Accidents: 11

NTA's: 17

Total Squad Miles: 9,309

Miscellaneous:



Chief of Police

August 2017 Permits

Permit Type	Regular Permits	Fee Waived	Cost of Permit	Regular Permit	Fee Waived
Demolition / Removal		1	\$75		\$75
Door	1	6	\$50	\$50	\$300
Driveway	2		\$50	\$100	
Driveway Extension	1		\$35	\$35	
Electric Upgrade	1	1	\$80	\$80	\$80
Fence	7		\$50	\$350	
Framing		1	\$50		\$50
Grease Trap	1		\$50	\$50	
Inspections	1		\$50	\$50	
Plumbing	1	1	\$50	\$50	\$50
Remodel / Restoration		1			\$2,662.50
Roofing	4	3	\$50	\$200	\$150.00
Sewer Line Repair	3		\$50	\$150	
Shed	3		\$60	\$180	
Siding		8	\$50		\$400
Stairs	1		\$50	\$50	
Windows	2	10	\$50	\$100	\$500
Single Family Home		4			\$10,672
	28	36			
	28 Regular Permits Issued		\$1,445.00		
	36 Fee Waived By Explosion		\$14,938.75		
	**64 Total Permits Issued				



City of Marengo – Task Update Report



September 5, 2017		
Name of Project/ HR Green Project #	Tasks Accomplished	Tasks to be Completed
20009 Grant Highway/170570 ESCROW ACCOUNT Contract: \$3,820.50 Remaining: \$0	Short Form Agreement for Traffic Counts and Traffic Impact Study (TIS) to City on 04/28/2017. TIS approved on 05/20/17. Traffic Impact Study Technical Memorandum completed on July 7, 2017. City requesting HRG investigate TIF for flooding relief on 08/01/2017.	Traffic Counts and TIS completed. Holding on submittal to IDOT for review until updated site plan is received from developer then set up meeting with IDOT to review concept plan and Route 20 improvements.
General Consultations- Billable/170200	Gen Con 2017/18 Agreement submitted to Mayor and Staff for approval. <i>HR Green waiting signed document.</i> Maintenance Zone Map created per PW request and to City on 08/01/2017. Research for 761 Woodland LOMA completed 08/07/2017.	T & M as requested. Marengo/Union Ditch research is ongoing. HR Green has contacted IDNR and is setting up potential meeting with City/HR Green and IDNR. Exhibit is being prepared for review with City staff. Welcome sign research and permit assistance is ongoing.
Marengo Disposal Expansion/160249 ESCROW ACCOUNT Contract: \$12,092.00 Remaining: \$524.50	Review #1 completed on 05/04/17. Review #2 completed on 06/02/17. Review #3 completed on 08/17/17.	Submittal #4 received on 08/29/2017 is under review by HR Green.
IL Rte. 23@Jane Adams Tollway – Interchange Phases 1 and II/ 88160345 Contract: \$2,657,409 Remaining: \$1,839,850	Work Performed August 2017 <ul style="list-style-type: none"> ▪ Completed revisions to the Interchange Design Study per comments received from the Tollway. ▪ Completed revisions to the Intersection Design Study per comments received from IDOT. ▪ Continued the development of the cross sections. ▪ Continued the development of the proposed drainage plans. ▪ Continued to work on the Environmental tasks. ▪ Prepared for the August 22, 2017 Public Information meeting. 	September 2017 Tasks <ul style="list-style-type: none"> ▪ Continue the development of the cross sections. ▪ Continue to work on the proposed drainage plan and profiles. ▪ Continue to work on the Environmental tasks. ▪ Respond to all comments received from the Public Information Meeting. ▪ Complete Concept Report and 30% concept plans and submit to MCDOT, the Tollway, IDOT, and the City.



City of Marengo – Task Update Report



September 5, 2017		
Name of Project/ HR Green Project #	Tasks Accomplished	Tasks to be Completed
	<ul style="list-style-type: none"> Conducted Public Information meeting on August 22, 2017. 	
Railroad St/Ritz Rd Water Main/ 86160244.01 ESCROW ACCOUNT Contract: \$47,000 Remaining: \$47,000	Full-Time Construction Observation Agreement to the City on 04/10/2017. Agreement approved by City on 04/20/17. IEPA, County, and City permits are in hand and approved.	Pre-construction meeting upon request by 300 West LLC. Contractor has been selected. Confirm escrow account has been established. Waiting to hear from owners. Estimated start in Sept./Oct. 2017.
Battery Storage of Marengo/86160189 ESCROW ACCOUNT Contract: \$9,895 Remaining: \$560.35	Received recorded copy of Plat of Easement and Maintenance Plan on 04/17/17 and 04/04/17 respectively. IDOT permit approved, awaiting forms to proceed. City/HRG approved. City issued Mass Grading/Site Development Permit on 06/01/2017.	City to ensure bond is received and form and amount of bond is correct. City to ensure all fees are paid. City/HRG to participate in Pre-construction meeting to be scheduled upon receipt of IDOT approval.
Deerpass Estates VI/ 86160153.01 Contract: \$4,000 Remaining: \$0	Notice of Award out on 07/13/2017. Notice to Proceed out on 07/27/17. Pre-Construction Meeting on 07/27/2017. Work finished. Pay request received.	HR Green to send pay recommendation letter to City on or before 09/05/2017 for inclusion on 09/11/17 Council meeting agenda.
UniCarriers 240 Warehouse Addition/86160061.01 ESCROW ACCOUNT Contract \$7,500 Remaining: \$5,238.50	Agreement to City on 04/14/17. City authorized agreement on 07/07/2017. Conference Call with UniCarriers and their consultants, HR Green and City staff on 08/17/2017.	Review to be provided upon receipt of plans.



City of Marengo – Task Update Report



September 5, 2017		
Name of Project/ HR Green Project #	Tasks Accomplished	Tasks to be Completed
2017 Water Main Project/86140346.02 Contract: \$112,515 Remaining: \$60,999	Proposal approved for Segments 3 and 3.1 on 04/20/17. New State Street segment (3.2) added by amendment approved on 05/10/17. Willow Road segment added by amendment on June 27, 2017. Site walk-through with Public Works on 06/01/17. Survey work completed. GIS base prepared. Easement spreadsheet prepared by HR Green.	90% plans, specs and bid documents to be provided for City review on or before 09/08/2017.
FPA Amendment and Sanitary Sewer Master Planning/86140148 (37-00-736.00) Contract: \$43,000 Remaining: \$0	HR Green finished the FPA Application and Sanitary Sewer Master Plan Report and submitted to the City for review and comment. Awaiting presentation to move forward.	Submit to CMAP/EPA after City council review in winter 2017/spring 2018.
Prospect Construction Observation/86130105 (40-00-36.00) Contract: \$277,089 Remaining: \$0	IDOT approvals and documentation for project acceptance and close out were sent to City staff on 05/02/17.	City to approve the paperwork as requested. HRG to provide final cost breakdowns for the local share.

Items in bold are new

Client Manager: Timothy J. Hartnett – 815.759-8328 – thartnett@hrgreen.com

- cc: Josh Blakemore, Interim City Administrator, City of Marengo
 Howard Moser, Director of Public Works, City of Marengo
 Anna Leyrer, Deputy City Clerk, City of Marengo
 Megan Lopez, Administrative Assistant, City of Marengo
 Chris Caldarella, Project Engineer, HR Green, Inc.