

Posted: 2/7/2018

REGULAR CITY COUNCIL MEETING
February 12, 2018, 7:00 P.M.
Marengo City Hall, 132 East Prairie Street

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Participation** (Interested parties are invited to speak for two minutes. 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.)
- 5. Approval of Minutes:** January 16, 2018 Special City Council, January 22, 2018 Regular City Council and January 29, 2018 Regular City Council
- 6. Approval of the List of Bills**
- 7. New Business**
 - a. Discussion and direction regarding firms submitting statements of qualifications for wastewater engineering services
 - b. Motion to authorize the execution of an agreement with George Roach & Associates for completion of the comprehensive annual financial report for Fiscal Year 2017/2018 in an amount not to exceed \$18,000
 - c. Motion to authorize the execution of a statute of limitations tolling agreement with Williams Brother Construction ,Inc. and Ovivo USA, LLC
 - d. Motion to authorize the execution of a statute of limitations tolling agreement with HR Green
- 8. Mayor's Statements and Reports**
- 9. Department Head and Staff Reports**
- 10. Reports and Statements from City Council**
- 11. Executive Session**
 - a. Discussion of personnel, collective bargaining, pending or imminent litigation and semi-annual review of executive session minutes pursuant to 5 ILCS 120/2(c)(1)(2)(11)(21)
- 12. Adjournment**

**MARENGO CITY COUNCIL
Special Meeting Minutes
City Council Chambers
132 E. Prairie Street
Marengo, IL 60152
January 16, 2018**

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, Todd Hall and Steve Mortensen. Also present is City Administrator Joshua Blakemore, Chief of Police Richard Solarz, Public Works Director Howard Moser Acting City Attorney David McArdle, and Finance Director Jennifer Snelten.

PUBLIC PARTICIPATION

There was none.

APPROVAL OF MINUTES –*December 18, 2017 Regular Meeting Minutes*

Alderman Nicole DeBoer made a motion, seconded by Alderman Mike Smith, to approve the minutes from the December 18, 2017 meeting pending the correction of the voting record on item b under new business-Tax Levy. The aldermen voted as follows:

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

Nays: 0

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, Hall and Hammortree

Nays: 0

The motion passed.

NEW BUSINESS

- a. *Presentation and discussion with firms submitting statements of qualifications for wastewater engineering services.*

In attendance this evening representing Trotter and Associates, Inc. was Scott Trotter, Brandon Thomas, Chris Marschinke, and Robert Benson. The associates for Trotter and Associates, Inc. gave a 35 minute long presentation outlining their experience, current and past projects and a current Marengo WWTP overview. After their presentation, they answered questions from Aldermen and staff.

MAYOR'S STATEMENTS AND REPORTS

Mayor Koziol stated once a firm is chosen, they will meeting with WWTP employees to evaluate the current WWTP.

DEPARTMENT HEAD AND STAFF REPORTS

City Administrator Joshua Blakemore Discussed the agenda for the 1/22/18 meeting. He stated that there is a meeting with Williams Brothers coming up and a conference call with Ovivo and Williams Brothers as well, all to discuss the WWTP. He will notify Strand Engineering that we will schedule them for either 1/22/18 or 1/29/18 meeting. The Semi-Annual Executive Session minutes are available in the Clerk's office to review before the 1/22/18 meeting.

Finance Director Jennifer Snelten stated that November's month end report was submitted and December will be in an upcoming packet.

Public Works Director Howard Moser had no report.

Chief of Police Rich Solarz stated that the Police Department sent their breathalyzer to be repaired. The warranty expired a short time ago, but he is hoping to still get it covered. He explained that the PD is using a new program that will allow residents the ability to report street light outages, potholes and home vacation checks via a website called Frontline. The service is being paid for by the City of McHenry (dispatch service provider). The link is on our website. He is working with MRSD, MFPD & the UFPD for funding to get an alarm on the T1 line that runs from City Hall to the water tower. That line operates the tornado sirens. Officer Gehrke retired at the beginning of the month, there will be a retirement gathering on Friday, January 26th. The McHenry County Chiefs Association is having an Officer of the Year award ceremony on Friday, January 19th. MPD has four officers up for the award.

Acting City Attorney David McArdle had no report.

REPORTS AND STATEMENTS FROM CITY COUNCIL

There was none.

ADJOURNMENT

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

Anna Leyrer
Deputy City Clerk

The City Council approved these minutes on _____.

MARENGO CITY COUNCIL
Regular Meeting Minutes
City Council Chambers
132 E. Prairie Street
Marengo, IL 60152
January 22, 2018

CALL TO ORDER

Mayor John Koziol called the meeting to order at 7:03 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 and Steve Mortensen. Also present are City Administrator Joshua Blakemore, Chief of Police Richard Solarz, Public Works Director Howard Moser, Acting City Attorney David McArdle and Finance Director Jennifer Snelton. Aldermen Brett Martin and Todd Hall, as well as City Engineer Tim Hartnett were absent.

PUBLIC PARTICIPATION

A resident questioned the Council about the City Ordinance regarding shoveling of sidewalks both in the downtown area and also in the residential areas. He also questioned if there could be something done different when the City parking lots are plowed so that the sidewalks around those lots are cleared as well.

SPECIAL PRESENTATION

Chief Solarz presented "Letters of Recognition" to Officer Andrew Kjellgren and to Sgt. Paul Fritz, along with "Life Saving Medals" for their actions on November 6, 2017, regarding a house fire and the saving of the resident who was in the home and was unresponsive. Chief Bradbury presented "Letters of Recognition" from the Fire and Rescue Squads. The Marengo Fire Department has fire gear for the police department to use if the need should ever arise again. Sgt. Adam Boyce was unable to attend this meeting, and will be presented with the "Letter of Recognition" and the "Life Saving Medal" at a future Council meeting.

Chief Solarz reported that 4 officers were submitted for special recognition to the McHenry County Chiefs of Police Association, for Officer of the Year. They are Officer Andrew Kjellgren, Sgt. Paul Fritz, Sgt. Adam Boyce and Officer Jerry (JR) Rzotkiewicz. The committee was unable to pick one winner of the award, so they opted to make the 4 officers co-awardees. They each received a plaque noting that they had been nominated, and each also received the award.

APPROVAL OF LIST OF BILLS

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

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

NEW BUSINESS

a. Status Report from the Marengo Cemetery Board

Board members Marty Mohr and Raymond Knake updated the Council on what the board has been doing since they started on the 15th of December. All of the cemetery records have been moved into City Hall, along with the computer and printer. At the first meeting, they made the following appointments: Chairperson is Marty Mohr, Recorder is Donnie Bottcher, and Treasurer is Raymond Knake. They will be putting out RFP's for both grave openings and mowing. Raymond Knake has been appointed Interim Superintendent to handle the day-to-day business of the cemetery. He will be doing this for a 90 day period of time, and he will be paid \$1,000 a month. If he takes the position full time, he will resign from the board. Loudenbeck Services will continue to provide burial services for the same 90-day period of time. They completed an inventory list of the property (mowers, trimmers, etc) and are putting values on those items.

b. Presentation and Discussion with Firms Submitting Statements of Qualifications for Wastewater Engineering Services

Strand Associates representatives Troy Stinson, Andy Craven and Troy Larson gave a 35 minute power-point presentation of their company, services, and recommendations for possible improvements. Following the presentation, they answered questions from the City Council.

c. Motion to Ratify the Mayor's Authorization of Emergency Repairs of the Wastewater Treatment Plant Centrifuge in an amount not to exceed \$12,149.00, and to Waive the Competitive Bid Process

Public Works Director Moser spoke to the Council about the problem that occurred with the centrifuge, and what was required to get it back up and running. The plant is only equipped with one centrifuge, so these repairs were considered an emergency situation. City Administrator Blakemore authorized issuance of a purchase order for the repairs, and upon receiving the cost of the repairs (\$12,149.00) Mayor Koziol authorized the repairs. The Council is being asked to ratify the authorizations and to approve the waiver of the competitive bid process.

Alderman Matt Keenum made a motion, seconded by Alderman Michael Smith, ratifying the Mayor's Authorization of Emergency Repairs of the Wastewater Treatment Plant Centrifuge, in an amount not to exceed \$12,149.00, and to approve the Waiver of the Competitive Bid Process. The aldermen voted as follows:

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

Nays: 0

Absent: Martin and Hall

The motion passed.

MAYOR'S STATEMENTS AND REPORTS

Mayor Koziol also congratulated the officers for their receiving the Officer of the Year awards, from the McHenry County Chiefs Association.

DEPARTMENT HEAD AND STAFF REPORTS

Finance Director Jennifer Snelten had no report.

Public Works Director Howard Moser noted that M E Simpson was out and performed leak detection services recently on the water distribution system last week. He received several calls today due to the rain that has now brought with it large puddles in various areas of the City. The street department is working on a grind and patch list for the streets.

Chief of Police Rich Solarz updated the Council on the possible new hire for the Department, advising that the individual has passed the polygraph test. He reviewed the status on the remaining 3 possible candidates to be considered for hire.

City Administrator Joshua Blakemore spoke about plans that have been submitted for the McGill parking lot project (which is owned by the Marengo United Methodist Church), which had been reviewed by HR Green and have been forwarded back to the church. He met last week with the solar farm group and updated the Council on that meeting. We are still waiting on a meeting between IDOT and the Dunkin Donuts project group. Budget worksheets have been handed out to the various departments. Information on the water-main project on Route 20 & 23 was presented.

Administrator Blakemore and Mayor Koziol spoke briefly about the Solar Farm possible project. Mayor Koziol is hoping to having a kiosk installed (possibly at one of the schools) which would show how much power the panel is generating, and how much money the City is saving by using the solar panel.

Alderman Smith questioned if it would be possible to set up a community co-op involving businesses, residents, the schools and the City. Administrator Blakemore explained that his understanding was that the company tried to deal with Com Ed, but that selling within the community is also a possibility.

Acting City Attorney David McArdle questioned the City's procedure on work orders and purchase orders. He will be updating the Council in Executive Session regarding two items.

REPORTS AND STATEMENTS FROM CITY COUNCIL

Alderman Miller asked about anyone showing any interest in the properties that are vacant on the West end of town. Mayor Koziol advised that a handful of individuals have expressed interest, but have not pursued anything.

Alderman DeBoer asked about the work that is being done to the old foundry building. Public Works Director Moser explained that they are looking at potentially selling off part of the building, and the work that is being done is to split the building.

EXECUTIVE SESSION

- a. *Discussion of Pending or Imminent Litigation and Property Acquisition Pursuant to 5 ILCS 120/2 (c) (5) (11)*
- b. *Semi-annual Review of Executive Session Minutes*

Alderman Nicole DeBoer made a motion, seconded by Alderman Michael Smith, to go to Executive Session for the discussion of pending or imminent litigation and property acquisition pursuant to 5 ILCS 120/2 (c) (5) (11), and the Semi-Annual Review of Executive Session Minutes. The aldermen voted as follows:

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

***The meeting recessed at 9:05 PM.
The meeting reconvened at 9:27 PM.***

ROLL CALL

Present are Mayor John Koziol; Aldermen Michael Smith, Matt Keenum, Steve Mortensen, Nicole DeBoer, Mike Miller and Dennis Hammortree. Also present are City Administrator Joshua Blakemore and Acting City Attorney David McArdle. Aldermen Brett Martin and Todd Hall were absent.

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 9:28 PM.

Constance J. Bowleitner
City Clerk

The City Council approved these minutes on _____.

DRAFT

**MARENGO CITY COUNCIL
SPECIAL MEETING MINUTES**

**City Council Chambers
132 E. Prairie Street
Marengo, IL 60152
January 29, 2018**

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, Todd Hall and Steve Mortensen. Also present are City Administrator Joshua Blakemore, Public Works Director Howard Moser, Acting City Attorney David McArdle and Finance Director Jennifer Snelten.

PUBLIC PARTICIPATION

None

NEW BUSINESS

- a. *Presentation and Discussion with Firms Submitting Statements of Qualifications for Wastewater Engineering Services*

Fehr Graham Engineering & Environmental from Rockford, Illinois, represented by Mick Gronewold, Matt Johnson and Tom Glendenning, presented a power point synopsis of their history, some of their current projects, and suggestions for changes to the City's Wastewater Treatment Plant. Following their presentation, they answered questions from the County. They exited the meeting at 8:11 PM.

McMahon Engineers/Architects from Machesney Park, Illinois, represented by Timothy Bronn, Anthony Kappell, Chad Olsen, Chelsea Bullen and Jason Vohs, also presented a power point synopsis reviewing their previous history with the City of Marengo, a current project that they are working on, and also presented their suggestions on how to improve on the City's Wastewater Treatment Plant. They then took questions from the Council. They exited the meeting at 9:20 PM.

MAYOR'S STATEMENTS AND REPORTS

Mayor Koziol recommended that the Council submit their choices to Administrator Blakemore. He requested that they use the same numbering system as before. He also requested that the WWTP staff, along with Public Works Director Moser, submit their recommendations to Administrator Blakemore, so that information could be shared with the Council.

DEPARTMENT HEAD AND STAFF REPORTS

None

REPORTS AND STATEMENTS FROM CITY COUNCIL

None

ADJOURNMENT

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to adjourn the meeting. The motion passed with a voice vote. The meeting adjourned at 9:35 PM.

Constance J. Boxleitner
City Clerk

The City Council approved these minutes on _____.

DRAFT

#6

CITY OF MARENGO

BOARD MEETING: 02/12/18

BILLS PAYABLE REPORT FOR FEBRUARY, 2018

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)		\$7,678.98
724136-02 FEBRUARY 2018 MEDICAL & DENTAL INSURANCE PLAN PREMIUMS/EMPLOYEE SHARE	01-208-000	7,678.98
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$319.00
F015934-02 FEBRUARY 2018 LIFE INSURANCE PLAN PREMIUMS/ VOLUNTARY EMPLOYEE SHARE	01-208-002	319.00
VISION SERVICE PLAN OF ILLINOIS (2199)		\$99.29
1222915-02 FEBRUARY 2018 VISION INSURANCE PLAN PREMIUMS/EMPLOYEE SHARE	01-208-000	99.29
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$8,097.27
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$3,640.78
724136-02 FEBRUARY 2018 MEDICAL & DENTAL INSURANCE PLAN PREMIUMS/CITY SHARE	01-51-403.00	3,640.78
CHARD SNYDER (2908)		\$31.03
815979 2018 FSA BENEFIT PLAN RENEWAL/SELF- ADMINISTERED PLAN	01-51-403.00	31.03
CHARTER COMMUNICATIONS (380)		\$335.14
0023655012318 12/16/17-1/15/18 PHONE SERVICE/CITY HALL	01-51-523.00	335.14
COMPSYCH CORPORATION (2889)		\$313.72
17111303 11/1/17-10/31/18 RENEWAL/EMPLOYEE ASSISTANCE PROGRAM	01-51-403.00	313.72
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$49.21
F015934-02 FEBRUARY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	49.21
FIRST NATIONAL BANK OF OMAHA (2575)		\$229.18
209171 VISTA PRINT/BLAKEMORE BUSINESS CARDS	01-51-533.02	50.99
468689 BRANDTS PHARMACY/2 FLASH DRIVES	01-51-565.01	22.50
489927 WEBSTAUANT STORE/LATEX GLOVES	01-51-435.05	130.70
862537 AMAZON.COM/EXTERNAL HARD DRIVE/LOPEZ DESKTOP	01-51-594.00	24.99
HINCKLEY SPRINGS (2998)		\$20.18
14457314 012518 WATER DELIVERY	01-51-565.01	20.18
HR GREEN, INC. (1945)		\$178,777.82
11-115140 9/16-10/20/17 INTERCHANGE DESIGN PROJECT 88160345/REIMBURSED BY MCDOT	01-51-636.01	112,286.40
12-115791 10/21-11/17/17 INTERCHANGE DESIGN PROJECT 88160345/REIMBURSED BY MCDOT	01-51-636.01	66,491.42
IMPLUS. LLC (3174)		\$300.00
1252018 TEN PAIRS OF YAKTRAX/PUBLIC WORKS EMPLOYEES	01-51-435.05	300.00
MARENGO GREENHOUSE & FLORIST, INC. (1267)		\$65.00
013118 BEREAVEMENT PLANT/SEROTZKE	01-51-580.04	65.00
MARENGO-UNION CHAMBER OF COMMERCE (1292)		\$15.00
14354 STATE OF COMMUNITY BREAKFAST/BLAKEMORE	01-51-480.05	15.00
MCHENRY COUNTY COUNCIL OF GOVERNMENTS (1337)		\$100.00
1333 JANUARY MEMBERSHIP DINNER/KOZIOL	01-51-429.01	50.00
1333 JANUARY MEMBERSHIP DINNER/BLAKEMORE	01-51-480.05	50.00
MCHENRY COUNTY DIV. OF TRANSPORTATION (3019)		\$637.33
9-35 JANUARY 2018 LOCAL SHARE/MCRIDE	01-51-588.01	637.33
OFFICE DEPOT (1575)		\$103.69
100649868001 COPY PAPER AND KITCHEN SUPPLIES	01-51-565.01	80.18
101492108001 AIR FRESHNER	01-51-565.01	7.99
101492253001 2018 CALENDAR/KOZIOL	01-51-565.01	14.69
101966601001 RUBBER BANDS	01-51-565.01	0.83

CITY OF MARENGO

BOARD MEETING: 02/12/18

BILLS PAYABLE REPORT FOR FEBRUARY, 2018

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WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
JENNIFER SNELTEN (1955)		\$58.86
MILEAGE REIMBURSEMENT/PUBLIC SECTOR FINANCIAL FORUM/LOMBARD IL/108 MILES TOTAL	01-51-430.00	58.86
VISION SERVICE PLAN OF ILLINOIS (2199)		\$57.39
1222915-02 FEBRUARY 2018 VISION INSURANCE PLAN PREMIUMS/CITY SHARE	01-51-403.00	57.39
VERIZON WIRELESS (2787)		\$154.63
687248174-00001 12/16/17-1/15/18 SERVICE/CITY HALL	01-51-523.00	154.63
TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES		\$184,888.96
<u>POLICE DEPARTMENT EXPENDITURES</u>		
AT&T (109)		\$258.25
815Z0400047651 1/16-2/15/18 SERVICE/RADIO CIRCUIT FROM WATER TOWER TO PD	01-52-523.00	258.25
BLUE CROSS BLUE SHIELD (228)		\$16,746.00
724136-02 FEBRUARY 2018 MEDICAL & DENTAL INSURANCE PLAN PREMIUMS/CITY SHARE	01-52-403.00	16,746.00
CHARD SNYDER (2908)		\$116.37
815979 2018 FSA BENEFIT PLAN RENEWAL/SELF- ADMINISTERED PLAN	01-52-403.00	116.37
CHARTER COMMUNICATIONS (380)		\$329.92
0023655012318 1/1-1/31/18 INTERNET SERVICE/POLICE	01-52-523.00	59.00
0023655012318 1/1-1/31/18 PHONE SERVICE/POLICE	01-52-523.00	270.92
CINTAS CORPORATION #355 (411)		\$77.85
355502306 FLOOR MATS	01-52-510.00	77.85
CITY OF MCHENRY (415)		\$9,878.89
201801178028 FEBRUARY 2018 DISPATCH SERVICES	01-52-688.00	9,878.89
COMPSYCH CORPORATION (2889)		\$1,176.63
17111303 11/1/17-10/31/18 RENEWAL/EMPLOYEE ASSISTANCE PROGRAM	01-52-403.00	1,176.63
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$176.73
F015934-02 FEBRUARY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	176.73
MSC - 410526 (579)		\$31.75
1000702012 KITCHEN SUPPLIES	01-52-565.02	9.00
1000707373 CLEANING & KITCHEN SUPPLIES	01-52-565.02	22.75
FIRST NATIONAL BANK OF OMAHA (2575)		\$1,103.19
290677 PAYPAL/CHILDRENS ADVOCACY CENTERS OF ILLINOIS/TAYLOR CONFERENCE REGISTRATION	01-52-430.00	220.00
563347 INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE MEMBERSHIP DUES/SOLARZ	01-52-443.00	150.00
574101 EVIDENT/EVIDENCE ROOM SUPPLIES	01-52-565.02	115.82
794118 UPS STORE/SHIPPING CHARGES TO INTOXIMETERS /REPAIR BREATHALYZER	01-52-512.00	177.68
809297 AMAZON.COM/LOCKING DROP BOX	01-52-594.01	64.99
896307 BESTBUY.COM/MEMORY CARD READER	01-52-565.02	20.48
904534 BESTBUY.COM/SALES TAX CREDIT FROM PURCHASES LAST MONTH	01-52-580.01	-28.25
994765 BESTBUY.COM/3 SONY DIGITAL CAMERAS	01-52-594.01	382.47
FISHER AUTO PARTS (3126)		\$54.74
325-420893 ENGINE ANCHOR MOUNT	01-52-511.00	54.74
HINCKLEY SPRINGS (2998)		\$86.83
14457314 012518 WATER DELIVERY	01-52-565.02	86.83
JACK WOLF IN BELVIDERE (2622)		\$12.34
97708P PVC TUBE/M4	01-52-511.00	12.34

CITY OF MARENGO

BOARD MEETING: 02/12/18

BILLS PAYABLE REPORT FOR FEBRUARY, 2018

PAGE: 3

WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>POLICE DEPARTMENT EXPENDITURES</u>		
MANLEY'S BELVIDERE (2766)		\$747.10
6063045/2 REPAIR OF FRONT DOOR TRIM PANELS & DECARB KIT/M10	01-52-511.00	747.10
MARENGO INSURANCE AGENCY LLC (1268)		\$100.00
18-4 NOTARY & SURETY BOND/HERNANDEZ	01-52-545.00	100.00
OFFICE DEPOT (1575)		\$39.26
101966601001 COPY PAPER	01-52-565.02	39.26
POLICEONE.COM (3171)		\$225.00
20970 KJELLGREN/TASER INSTRUCTOR RE-CERTIFICATION	01-52-430.00	225.00
RICHARD A SOLARZ (1959)		\$35.59
REIMBURSEMENT CAKE FOR GEHRKE RETIREMENT PARTY	01-52-565.02	35.59
SUPERFLEET MASTERCARD (3148)		\$2,161.37
IF017 1/1-1/31/18 FUEL	01-52-566.00	2,161.37
UNIFORM DEN EAST, INC. (2147)		\$695.00
52561-02 SAFETY VEST/HERNANDEZ	01-52-469.00	695.00
VISION SERVICE PLAN OF ILLINOIS (2199)		\$183.40
1222915-02 FEBRUARY 2018 VISION INSURANCE PLAN PREMIUMS/CITY SHARE	01-52-403.00	183.40
VERIZON WIRELESS (2787)		\$259.64
687248174-00001 12/16/17-1/15/18 SERVICE/POLICE	01-52-523.00	259.64
TOTAL POLICE DEPARTMENT EXPENDITURES		\$34,495.85
<u>STREET DEPARTMENT EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$5,791.32
724136-02 FEBRUARY 2018 MEDICAL & DENTAL INSURANCE PLAN PREMIUMS/CITY SHARE	01-53-403.00	5,791.32
BONNELL INDUSTRIES INC. (248)		\$49.76
0178389-IN SHOVEL HOLDER/T12	01-53-511.00	49.76
CHARD SNYDER (2908)		\$38.81
815979 2018 FSA BENEFIT PLAN RENEWAL/SELF- ADMINISTERED PLAN	01-53-403.00	38.81
CHARTER COMMUNICATIONS (380)		\$76.64
0023655012318 1/1-1/31/18 PHONE SERVICE/STREETS	01-53-523.00	76.64
CHEMSEARCH (388)		\$303.80
3002923 GREASE/SHOP STOCK	01-53-511.00	303.80
CINTAS CORPORATION #355 (411)		\$404.12
355494497 UNIFORMS	01-53-469.00	101.03
355497614 UNIFORMS	01-53-469.00	101.03
355500774 UNIFORMS	01-53-469.00	101.03
355503919 UNIFORMS	01-53-469.00	101.03
COMED (438)		\$164.20
2243032119 12/11/17-1/12/18 SERVICE/STREET LIGHTING/CITY OWNED STREET LIGHTS/ELECTRIC USAGE CHARGES	01-53-527.00	164.20
COMED (439)		\$57.58
2361160029 12/7/17-1/11/18 SERVICE/STREET LIGHTING/CITY LOT #2/ELECTRIC USAGE CHARGES	01-53-527.00	57.58
COMPSYCH CORPORATION (2889)		\$392.44
17111303 11/1/17-10/31/18 RENEWAL/EMPLOYEE ASSISTANCE PROGRAM	01-53-403.00	392.44

CITY OF MARENGO

BOARD MEETING: 02/12/18

BILLS PAYABLE REPORT FOR FEBRUARY, 2018

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WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>STREET DEPARTMENT EXPENDITURES</u>		
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$55.52
F015934-02 FEBRUARY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	55.52
FIRST NATIONAL BANK OF OMAHA (2575)		\$180.00
298377 INTERNATIONAL SOCIETY ARBORICULTURE/2018 MEMBERSHIP DUES/MOSER	01-53-430.00	180.00
MENARD'S (1364)		\$27.94
55669 CLEANING SUPPLIES	01-53-567.00	27.94
NEWMAN TRAFFIC SIGNS (1508)		\$710.64
TI-0317951 BARRICADES	01-53-567.00	710.64
SUPERFLEET MASTERCARD (3148)		\$2,471.69
IF017 1/1-1/31/18 FUEL	01-53-566.00	2,471.69
TERMINAL SUPPLY CO. (2069)		\$325.94
84135-00 SCREWS, WASHERS, LOCK NUTS, FUSES, DRILL BITS & BOLT LOCKER/SHOP STOCK	01-53-511.00	325.94
VISION SERVICE PLAN OF ILLINOIS (2199)		\$74.26
1222915-02 FEBRUARY 2018 VISION INSURANCE PLAN PREMIUMS/CITY SHARE	01-53-403.00	74.26
VERIZON WIRELESS (2787)		\$332.49
687248174-00001 12/16/17-1/15/18 SERVICE/CITY HALL	01-53-523.00	332.49
TOTAL STREET DEPARTMENT EXPENDITURES		\$11,457.15
<u>PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES</u>		
BOBCAT OF ROCKFORD (233)		\$266.55
01-108140 THREADED PUCKS & TEETH FOR STUMP GRINDER	01-54-512.00	266.55
C&L SERVICE & SUPPLY CO. INC. (310)		\$9.68
94912 FUEL PUMP/WEED WHIP	01-54-512.00	9.68
CHARTER COMMUNICATIONS (380)		\$154.98
0023655012318 1/1-1/31/18 INTERNET SERVICE/PUBLIC WORKS	01-54-526.03	79.99
0023655012318 12/16/17-1/15/18 INTERNET SERVICE/CITY HALL	01-54-526.03	74.99
CINTAS CORPORATION #355 (411)		\$86.65
355502306 FLOOR MATS	01-54-510.00	86.65
COMED (438)		\$28.39
2796543007 12/7/17-1/11/18 SERVICE/109 E. WASHINGTON	01-54-526.03	28.39
GREAT LAKES FIRE & SAFETY (806)		\$46.00
167020 ANNUAL FIRE EXTINGUISHER INSPECTION	01-54-510.00	46.00
MENARD'S (1364)		\$35.73
57465 PAINT AND WOOD POSTS FOR CREEK GAUGES	01-54-567.01	35.73
THOMPSON ELEVATOR INSPECTION SERVICE (2086)		\$75.00
18-0138 SEMI-ANNUAL ELEVATOR INSPECTION	01-54-518.00	75.00
TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		\$702.98
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
CHARTER COMMUNICATIONS (380)		\$76.65
0023655012318 1/1-1/31/18 PHONE SERVICE/BUILDING DEPT	01-55-523.00	76.65
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$5.11
F015934-02 FEBRUARY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-55-403.00	5.11
HINCKLEY SPRINGS (2998)		\$27.44
14457314 012518 WATER DELIVERY	01-55-565.00	27.44

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
OFFICE DEPOT (1575)		\$39.26
101966601001 COPY PAPER	01-55-565.00	39.26
VERIZON WIRELESS (2787)		\$85.85
687248174-00001 12/16/17-1/15/18 SERVICE/CITY HALL	01-55-523.00	85.85
TOTAL BUILDING DEPARTMENT EXPENDITURES		\$234.31

GENERAL CORPORATE FUND RECAP		
CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	8,097.27
51	ADMINISTRATION DEPARTMENT	184,888.96
52	POLICE DEPARTMENT	34,495.85
53	STREET DEPARTMENT	11,457.15
54	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	702.98
55	BUILDING DEPARTMENT	234.31
TOTAL GENERAL CORPORATE FUND EXPENDITURES		239,876.52

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
PRAIRIE COMMUNITY BANK (1690)		\$4,080.00
REIMBURSEMENT TO W/S CAPITAL CONSTRUCTION FUND 411146/ LINE ITEM 37-00-712.70/12 METERS & BASES, AND 24 COUPLINGS/300 WEST LLC CK 1210	22-215-000	4,080.00
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$4,080.00

RETAINED PERSONNEL FUND RECAP		
CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	4,080.00
	TOTAL RETAINED PERSONNEL FUND EXPENDITURES	4,080.00

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)		\$1,573.09
724136-02 FEBRUARY 2018 MEDICAL & DENTAL INSURANCE PLAN PREMIUMS/CITY SHARE	30-70-403.00	1,573.09
CHARD SNYDER (2908)		\$15.53
815979 2018 FSA BENEFIT PLAN RENEWAL/SELF- ADMINISTERED PLAN	30-70-403.00	15.53
CHARTER COMMUNICATIONS (380)		\$76.64
0023655012318 1/1-1/31/18 PHONE SERVICE/WATER DEPT	30-70-523.00	76.64
CINTAS CORPORATION #355 (411)		\$97.24
355494497 UNIFORMS	30-70-469.00	24.31
355497614 UNIFORMS	30-70-469.00	24.31
355500774 UNIFORMS	30-70-469.00	24.31
355503919 UNIFORMS	30-70-469.00	24.31
COMED (438)		\$221.22
2512078001 12/6/17-1/6/18 SERVICE/416 STEVENSON	30-70-526.00	58.24
3279033030 12/13/17-1/16/18 SERVICE/0 BRIDEN DR	30-70-526.00	85.83
3812080106 12/12/17-1/16/18 SERVICE/240 N. PROSPECT	30-70-526.00	77.15
COMPSPYCH CORPORATION (2889)		\$156.98
17111303 11/1/17-10/31/18 RENEWAL/EMPLOYEE ASSISTANCE PROGRAM	30-70-403.00	156.98
CORE & MAIN LP (3150)		\$747.20
I317276 REPAIR CLAMPS	30-70-565.02	329.30
I329042 DIAMOND SAW BLADES	30-70-593.00	370.00
I379755 SPRAY NOZZLES	30-70-593.00	47.90
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$18.12
F015934-02 FEBRUARY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	18.12
DEBT SERVICE FUND (532)		\$22,265.67
FEBRUARY 2018 TRANSFER TO DEBT SERVICE FUND	30-70-587.00	22,265.67
DYNEGY ENERGY SERVICES, LLC (3149)		\$4,710.54
272108818011 12/12/17-1/15/18 SERVICE/105 LYNN DR/PUMP STATION	30-70-526.00	1,465.43
272108818011 12/12/17-1/15/18 SERVICE/501 NICOLE	30-70-526.00	1,958.84
272108818011 12/14/17-1/15/18 SERVICE/840 GREENLEE	30-70-526.00	1,286.27
MENARD'S (1364)		\$423.64
56827 CAULK, SILICONE, TOOL RACK & HOSES/PUMP STATION	30-70-510.00	127.81
57559 SHOP VAC/WELL HOUSES	30-70-593.00	206.96
57621 HOOKS FOR HANGING TOOLS AT PUMP HOUSE	30-70-510.00	88.87
STARK SERVICE, INC. (2634)		\$1,862.35
149043 GRAVEL	30-70-565.02	477.02
149069 SAND	30-70-565.02	936.80
149077 GRAVEL	30-70-565.02	229.60
149126 GRAVEL	30-70-565.02	218.93
SUPERFLEET MASTERCARD (3148)		\$69.73
IF017 1/1-1/31/18 FUEL	30-70-566.00	69.73
VISION SERVICE PLAN OF ILLINOIS (2199)		\$27.14
1222915-02 FEBRUARY 2018 VISION INSURANCE PLAN PREMIUMS/CITY SHARE	30-70-403.00	27.14
VERIZON WIRELESS (2787)		\$99.44
687248174-00001 12/16/17-1/15/18 SERVICE/CITY HALL	30-70-523.00	99.44
TOTAL WATER DEPARTMENT EXPENDITURES		\$32,364.53

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WATER & SEWER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>SANITARY & WASTEWATER DEPARTMENT EXPENDITURES</u>		
ADVANCED AUTOMATION & CONTROLS (2637)		\$2,250.00
17-2755 REWIRING & TROUBLESHOOTING RADIO SIGNAL ISSUES/WWTP EQUIPMENT	30-75-635.00	2,250.00
ASSOCIATED ELECTRICAL CONTRACTORS (107)		\$206.25
35004467 SERVICE CALL & REPAIR/OXIDATION DITCH	30-75-511.02	206.25
BLUE CROSS BLUE SHIELD (228)		\$2,184.95
724136-02 FEBRUARY 2018 MEDICAL & DENTAL INSURANCE PLAN PREMIUMS/CITY SHARE	30-75-403.00	2,184.95
CHARD SNYDER (2908)		\$23.26
815979 2018 FSA BENEFIT PLAN RENEWAL/SELF- ADMINISTERED PLAN	30-75-403.00	23.26
CINTAS CORPORATION #355 (411)		\$290.04
355494497 UNIFORMS	30-75-469.00	72.51
355497614 UNIFORMS	30-75-469.00	72.51
355500774 UNIFORMS	30-75-469.00	72.51
355503919 UNIFORMS	30-75-469.00	72.51
COMED (438)		\$165.23
0588136038 12/6/17-1/9/18 SERVICE/800 N. STATE/LIFT STATION	30-75-526.00	165.23
COMPSYCH CORPORATION (2889)		\$235.23
17111303 11/1/17-10/31/18 RENEWAL/EMPLOYEE ASSISTANCE PROGRAM	30-75-403.00	235.23
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$49.23
F015934-02 FEBRUARY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	49.23
DEBT SERVICE FUND (532)		\$22,265.67
FEBRUARY 2018 TRANSFER TO DEBT SERVICE FUND	30-75-587.00	22,265.67
DYNEGY ENERGY SERVICES, LLC (3149)		\$10,755.17
272108818011 12/6/17-1/8/18 SERVICE/1350 N. STATE/WWTP	30-75-526.00	10,755.17
ERIK P. EVERTSEN (2758)		\$200.00
REIMBURSEMENT BOOT ALLOWANCE	30-75-469.00	200.00
FIRST NATIONAL BANK OF OMAHA (2575)		\$162.17
468689 BRANDTS PHARMACY/2 FLASH DRIVES	30-75-565.01	22.41
866377 AT&T/INTERNET SERVICE/WWTP/11/13/17-1/12/18	30-75-523.00	139.76
HAWKINS, INC (3085)		\$3,018.97
4220888 CHEMICAL TUBING, FERRIC CHLORIDE & AZONE	30-75-565.02	3,018.97
HINCKLEY SPRINGS (2998)		\$21.43
14457314 012518 WATER DELIVERY	30-75-565.01	21.43
IL ENVIRONMENTAL PROTECTION AGENCY (3155)		\$30.00
CERTIFICATION APPLICATION FOR COMMUNITY WATER SUPPLY OPERATOR/EVERTSEN	30-75-443.00	30.00
INTEGRATED PUBLIC RESOURCES (3167)		\$3,435.22
3700005 12/3-12/31/17 CLASS 1 WASTEWATER OPERATOR SERVICES/52.5 HOURS	30-75-635.00	3,435.22
KNOBLOCH PLUMBING, INC. (2719)		\$450.00
1211 TESTING AND CERTIFICATION OF 5 RPZ VALVES /WWTP	30-75-511.01	450.00
LAI, LTD. (1161)		\$4,349.38
17-15259 MOYNO BARE REPLACEMENT PUMP	30-75-511.02	2,480.67
18-15296 BALLASTS FOR UV SYSTEM	30-75-511.02	1,868.71
MCGILVRA ELECTRIC INC (2640)		\$320.26
89790 ELECTRICAL SERVICE CALL/WWTP	30-75-635.00	320.26
MENARD'S (1364)		\$270.65
52983 PLIERS, CLEANING SUPPLIES, BATTERIES, EXTENSION CORDS, SHELING	30-75-593.00	162.95

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>SANITARY & WASTEWATER DEPARTMENT EXPENDITURES</u>		
57084 LATEX GLOVES	30-75-593.00	17.82
57607 PVC FITTINGS	30-75-511.02	33.25
57608 PRIMER, GLUE & PVC CUTTER	30-75-511.02	27.27
57645 PVC FITTINGS & SCREWS	30-75-511.02	29.36
MENARDS (3011)		\$67.86
60484 PVC PIPING/POLYMER PUMP	30-75-511.02	67.86
NORTHEASTERN ILLINOIS PUBLIC SAFETY (3175)		\$100.00
17435 TRAINING SEMINAR/EVERTSEN	30-75-430.00	100.00
PDC LABORATORIES, INC (3138)		\$255.00
887435 LAB SAMPLE TESTING & COURIER CHARGES	30-75-635.00	255.00
SUPERFLEET MASTERCARD (3148)		\$272.19
IF017 1/1-1/31/18 FUEL	30-75-566.00	272.19
TROJAN UV (3176)		\$233.32
SLS/10267967 FREIGHT CHARGES/MESH FILTER SWAP	30-75-511.02	233.32
USA BLUE BOOK (2169)		\$857.05
462139 FILTERS, BRUSH, SAMPLE TESTING KITS	30-75-565.02	226.61
472166 FILTERS, PIPET STIPS, AMMONIA TESTS & TNT & TOTAL NITROGEN TESTS	30-75-565.02	630.44
VISION SERVICE PLAN OF ILLINOIS (2199)		\$24.56
1222915-02 FEBRUARY 2018 VISION INSURANCE PLAN PREMIUMS/CITY SHARE	30-75-403.00	24.56
VERIZON WIRELESS (2787)		\$160.10
687248174-00001 12/16/17-1/15/18 SERVICE/CITY HALL	30-75-523.00	160.10
TOTAL SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		\$52,653.19

WATER & SEWER FUND RECAP

CODE	DESCRIPTION	AMOUNT
70	WATER DEPARTMENT	32,364.53
75	SANITARY & WASTEWATER DEPARTMENT	52,653.19
	TOTAL WATER & SEWER FUND EXPENDITURES	85,017.72

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WATER & SEWER CAPITAL CONSTRUCTION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CENTRISYS CORPORATION (2682)		\$12,149.00
PSI-19471 REPAIR OF CENTRIFUGE	37-00-712.75	12,149.00
GASVODA & ASSOCIATES, INC. (755)		\$1,818.63
1800116 BEARING KITS/MIXERS	37-00-712.75	1,818.63
MIDWEST METER INC. (1400)		\$628.79
0097578-IN 1" METER BASES	37-00-712.70	628.79
TOTAL WATER & SEWER CAPITAL CONSTRUCTION FUND EXPENDITUF		\$14,596.42

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SUMMARY ALL FUNDS

BANK ACCOUNT	BANK	DESCRIPTION	AMOUNT	
01-102-000	01	GENERAL CORPORATE FUND-CASH IN BANK	239,876.52	*
22-102-000	22	RETAINED PERSONNEL FUND-CASH IN BANK	4,080.00	*
30-102-000	30	WATER & SEWER FUND-CASH IN BANK	85,017.72	*
37-102-000	37	WATER & SEWER CAPITAL CONSTRUCTION FUND-CASH IN BANK	14,596.42	*
TOTAL ALL FUNDS			343,570.66	**

#7a

AGENDA SUPPLEMENT

TO: Mayor and City Council

FROM: Joshua Blakemore, City Administrator

FOR: February 12, 2018 City Council Meeting

RE: Wastewater Engineering Discussion

As per the last City Council meeting, staff was hoping to be able to provide recommendations for wastewater engineering services for inclusion in today's packet. Due to the recent snow accumulation wastewater staff has had to spend a significant amount of time plowing, therefore the staff recommendation(s) will not be ready for today's packet. Staff has been directed to have it ready by Friday, which again, could be dependent on snow fall. Assuming it is ready on Friday, a copy will be emailed to the Mayor and City Council for your review.

It is not anticipated nor requested that a decision be made during Monday's meeting as to which firm is selected. Wastewater staff will be present to review their recommendation with Council and discuss the matter as needed. As previously discussed at the last meeting, a final decision could be made during the February 26th Council meeting. Apologies for the delays, as I know Council is desirous to hear from staff but unfortunately the weather did not cooperate.

Given the RLF closeout and potential upcoming CDBG application for such, a follow up was sent to each firm inquiring about their CDBG application experience. The response of each firm has been attached.

Josh Blakemore

From: Mick Gronewold [MGronevold@fehr-graham.com]
Sent: Friday, February 02, 2018 6:51 AM
To: Josh Blakemore
Subject: RE: Follow up and additional question

Morning Josh,

Thanks for the update on the intended timing. That was one question I forgot to ask Monday night before we left:

With respect to our experience with grant funding, please know that we have dedicated staff that focus on grant opportunities for our clients. We have deep experience in the various funding options for communities such as Marengo including CDBG agreements. Specific to your question, we did complete a CDBG grant agreement in 2017 on behalf of the City of Chrisman for an excess flow treatment improvement project at their wastewater treatment plant. Our scope of work included compiling the full ER as well as the GATA requirements that were asked of Chrisman. As you know, the paperwork for grant awards has gotten more complicated in the last three years. With that said, our team was able to secure the funding timely so the project could move forward as planned.

Hope this answers your question. Should you have more, please do not hesitate to ask. Further, should you want to get together for any reason to clarify anything you saw in our SOQ or heard during our interview, just let me know. I would be happy to stop by. Thanks Josh and hope you have a great weekend.

MICK GRONEVOLD, P.E. | Principal
Fehr Graham - Engineering & Environmental

200 Prairie Street
Suite 208
Rockford, Illinois 61107
P: 815.394.4700
F: 815.394.4702
www.fehr-graham.com

From: Josh Blakemore [mailto:jblakemore@cityofmarengo.com]
Sent: Thursday, February 1, 2018 3:59 PM
To: Mick Gronewold <MGronevold@fehr-graham.com>
Subject: Follow up and additional question

Mick - As a follow up to our interview with your firm, I wanted to let you know that I anticipate the Council/staff will discuss the matter further at the February 12th City Council meeting and then perhaps make a decision during the February 26th Council meeting. One more thing I wanted to ask. We recently closed out our Revolving Loan Fund program with the State of Illinois. We are now eligible to apply for CDBG project from the State in the amount of that RLF closeout. What is your firm's experience with CDBG applications, and have you competed at least 1 Illinois CDBG Environmental review since January 1, 2016.

Thanks,

Joshua Blakemore
City Administrator
City of Marengo
132 East Prairie Street
Marengo, IL 60152
Phone: 815-568-7112
Fax: 815-568-7130
Email: jblakemore@cityofmarengo.com
www.cityofmarengo.com

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Josh Blakemore

From: Scott Trotter [s.trotter@trotter-inc.com]
Sent: Friday, February 02, 2018 9:01 PM
To: Josh Blakemore
Cc: Steve Cieslica
Subject: RE: Update and Follow up Question

Josh

The short answer is no, **but** in the last 9 years TAI has applied for funding, designed and constructed 12 CDBG projects in Lake or McHenry Counties. Projects were completed for Union (6), Fox Lake (3), and North Chicago (3) and we have 2 recent CDBG awards **in design** for Union and 1 recent CDBG award in North Chicago for Building demolition. Over all I'm guessing we have completed over 15 CDBG applications. However, CDBG projects here in Illinois, both McHenry and Lake County staff complete this NEPA process for the grant recipients. Although, we are currently assisting Harvard in this effort for a Federal Grant, but a firm in Washington DC hired by the City is taking the lead.

However, we have completed the environmental checklist for literally dozens of projects for the SRF Funding through IEPA. With respect to the Environmental Impact Statements, we take care of the flood plain/ floodway issues, EcoCats for endangered species, and acquire IHPA, Dept of Ag and IDNR sign-offs. We typically have SEECO or North Coast Environmental assist us with any Phase 1/ Phase 2 environmental site work. Rob Vanny usually performs our delineations if necessary.

I hope this answers your question.

Robert Scott Trotter, P.E., BCEE, President

Trotter and Associates, Inc. | Engineers & Surveyors

40W201 Wasco Road, Suite D | St. Charles, Illinois 60175-8535
St. Charles Office: 630.587.0470 | Cell: 630.373.6137
s.trotter@trotter-inc.com | www.trotter-inc.com

From: Josh Blakemore [<mailto:jblakemore@cityofmarengo.com>]
Sent: Thursday, February 01, 2018 3:49 PM
To: Scott Trotter <s.trotter@trotter-inc.com>
Subject: Update and Follow up Question

Scott – As a follow up to our interview with your firm, I wanted to let you know that I anticipate the Council/staff will discuss the matter further at the February 12th City Council meeting and then perhaps make a decision during the February 26th Council meeting. One more thing I wanted to ask. We recently closed out our Revolving Loan Fund program with the State of Illinois. We are now eligible to apply for CDBG project from the State in the amount of that RLF closeout. What is your firm's experience with CDBG applications, and have you competed at least 1 Illinois CDBG Environmental review since January 1, 2016.

Joshua Blakemore
City Administrator
City of Marengo
132 East Prairie Street
Marengo, IL 60152
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Fax: 815-568-7130

Email: jblakemore@cityofmarengo.com
www.cityofmarengo.com

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Josh Blakemore

From: Tammy Scott [tscott@mcmgrp.net]
Sent: Tuesday, February 06, 2018 11:09 AM
To: jblakemore@cityofmarengo.com
Cc: Tim Bronn
Subject: DCEO Information from McMAHON

Hi Josh,

As per our conversation, I followed up with Dave Goben at DCEO regarding the requirement of an Environmental Specialist with one completed CDBG review since 1/1/2016. Dave referred me to Kirk Kumerow who handles the environmental reviews. He stated the reason that clause is included in the new guide book is because DCEO anticipates a large number of these applications coming in at the same time and he *doesn't have time to spend 15 hours training each person on how to fill one out*. I have completed DCEO reviews but not that recently. Additionally, I have completed NEPA compliant reviews for Illinois Housing Development Authority for years. Kirk said he would need to review my work but didn't anticipate an issue with allowing me to complete the DCEO review but couldn't say categorically until he reviewed my work. I offered to send a recent review but he said it was too early and he wouldn't review *what could be the equivalent of putting the cart before the horse*.

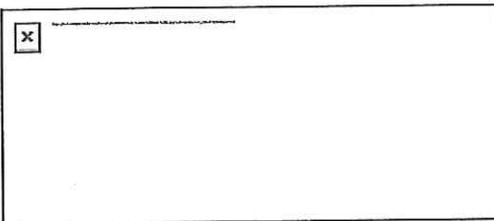
Additionally I asked Dave about the strongest priority between the three categories of fundability; LMI, Slum/Blight, and Community Development Urgent Need. His suggestion was either of the last two categories as LMI will continue to be an eligible category moving forward while the other two would be one time funding opportunity priorities for projects that will not reoccur. I will check with Tim regarding the potential eligibility for the treatment plant and the Urgent Need category to see how this category could fit the City's needs.

I have written, reviewed and been awarded over \$25 million in grants over the years. There would be no problems writing, reviewing, and/or administering any grant for the City.

Thank you,
Tammy

Tammy Scott

Grants Specialist



The McMAHON Way... *Values. Culture. Relationships.*

**We're
GROWING
Now HIRING**



Confidentiality Statement

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Josh Blakemore

From: Stinson, Troy [Troy.Stinson@strand.com]
Sent: Tuesday, February 06, 2018 3:53 PM
To: Josh Blakemore
Subject: RE: Wastewater Engineering

Josh,

We have completed several CDBG projects. A few located in IL, IA and WI are summarized below. We have completed dozens of IL projects assisting with clean water revolving loan funds, grants and other innovative financing after January 1, 2016. We have completed several DCEO - IL energy grants after January 1, 2016 as well. CDBG application and environmental review requirements are similar in each state.

Below are a few CDBG application and environmental review projects completed after January 1, 2016:

City of Whitewater, WI (successful CDBG application submitted in May of 2017 and environmental review approval anticipated in February 2018)

Franklin and Ann Street - Utility and Street Reconstruction Improvements

City of Dubuque, IA (environmental review approval anticipated in February 2018)

17th Street & West Locust - Stormwater, Utility and Street Reconstruction

22nd Ave & Kaufmann - Stormwater, Utility and Street Reconstruction

Below are a few CDBG projects completed prior to January 1, 2016:

Village of Elwood, IL

Water Main Extensions (two projects)

Village of Channahon, IL

Water Main Extensions

Jessup Street Water Main Extension

City of Braidwood, IL

Kenard Street Water main (two projects)

Kenard Street Stormwater Conveyance System

Village of Monee, IL

Court Street Water Main

City of Whitewater, WI

North Street Bridges and Approaches

Starin Road Reconstruction

Village of Plain, WI

Honey Creek Business Park

Village of Brooklyn, WI

Brooklyn Business Park

Village of Bonduel, WI

Sanitary Sewer and Pumping Station Improvements

City of Lancaster, WI

City Hall Renovation

Village of Coloma, WI

Fire Station

Village of Darlington, WI

Municipal Building Renovation

Sincerely,



Troy Stinson, P.E. | Senior Associate
Strand Associates, Inc.®
608.251.4843 ext. 1107
troy.stinson@strand.com | www.strand.com

Excellence in Engineering Since 1946.

From: Josh Blakemore [<mailto:jblakemore@cityofmarengo.com>]
Sent: Thursday, February 1, 2018 3:45 PM
To: Stinson, Troy <Troy.Stinson@strand.com>
Subject: RE: Wastewater Engineering

Troy – Thank you for checking in. I anticipate the Council/staff will discuss the matter further at the February 12th City Council meeting and then perhaps make a decision during the February 26th Council meeting. One more thing I wanted to ask. We recently closed out our Revolving Loan Fund program with the State of Illinois. We are now eligible to apply for CDBG project from the State in the amount of that RLF closeout. What is your firm's experience with CDBG applications, and have you competed at least 1 Illinois CDBG Environmental review since January 1, 2016.

Thanks,

Joshua Blakemore
City Administrator
City of Marengo
132 East Prairie Street
Marengo, IL 60152
Phone: 815-568-7112
Fax: 815-568-7130
Email: jblakemore@cityofmarengo.com
www.cityofmarengo.com

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From: Stinson, Troy [<mailto:Troy.Stinson@strand.com>]
Sent: Thursday, February 01, 2018 8:55 AM
To: jblakemore@cityofmarengo.com
Subject: Wastewater Engineering

Good Morning Josh,

Just checking to find out the selection schedule for wastewater engineering. We are very interested in working with the City and hope we answered all your questions satisfactory and our interview was well received.

Thanks,

-Troy

#7b

AGENDA SUPPLEMENT

To: Mayor and City Council

From: Jennifer Snelten, Finance/HR Director

For: February 12, 2018 Regular City Council Meeting

Re: FY 2017-18 Audit Services

Attached for your review you will find a letter from George Roach Associates regarding the auditing services to be performed for the year ended April 30, 2018. Mr. Roach is proposing to complete the annual audit for a cost of \$18,000. Mr. Roach and his associates have completed the City's audit for the past several years, and have an excellent understanding of the City's budget and finances. This item is being placed on the February 12th Consent Agenda for your consideration.



Accounting • Auditing • Consulting

44 North Walkup Ave.
Crystal Lake, IL 60014
T: 815-459-0700
W:<http://GRA-CPA.com>

January 11, 2018

To the City Mayor and the
Board of the City of Marengo
Marengo, Illinois

We are pleased to confirm our understanding of the services we are to provide the City of Marengo for the year ended April 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, if any, the aggregate discretely presented component units, if any, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Marengo as of and for the year ended April 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Marengo's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Marengo's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedules
- 3) Schedules of pension liabilities and contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Marengo's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial

statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the mayor and the Board of the City of Marengo. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an

opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Marengo's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Marengo's major programs. The purpose of these procedures will be to express an opinion on the City of Marengo's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Marengo in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award

agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on April 30, 2018.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior

period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the city; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of George Roach & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Environmental Protection Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of George Roach & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Environmental Protection Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

George Roach is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$18,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Marengo and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



George Roach & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Marengo.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

#7c:d

AGENDA SUPPLEMENT

TO: Mayor and City Council

FROM: Joshua Blakemore, City Administrator

FOR: February 12, 2018 City Council Meeting

**RE: Tolling Agreement with Williams Brothers Construction Inc & Ovivo USA
LLC / Tolling Agreement with HR Green**

Attached for your review are draft tolling agreements with regarding the wastewater treatment plant. Williams Brothers Construction, Inc (WBC), and Ovivo are on the same tolling agreement, as the scope of that agreement pertains primarily to the sonolyzer. The HRG tolling agreement is more plant wide.

At this time, these tolling agreements are draft only. Ovivo is the only party who has agreed to the tolling agreement as presented. WBC and HRG are still reviewing the draft and due to get comments back to the City Attorney. These are being placed on the agenda in the event they are reviewed and agreed to by the other two remaining parties. If there are revisions to the agreements, based on comments from WBC and HRG, a revised copy will be given to the Council as soon as possible.

STATUTE OF LIMITATIONS TOLLING AGREEMENT

This Statute of Limitations Tolling Agreement ("Agreement") is made and effective as of this ___ day of January, 2018, by and between Williams Brothers Construction, Inc. ("WBC"), Ovivo USA, LLC ("Ovivo") and the City of Marengo ("City").

RECITALS

A. Whereas, the City has drafted a complaint to be filed in the Circuit Court of the 22nd Judicial Circuit, McHenry County, Illinois, against WBC and Ovivo regarding alleged defects in the construction of the City's wastewater treatment plant in 2013 and specifically the failure of a particular component of the wastewater treatment plant, known as a Sonolyzer, to perform mechanically or within specifications. A true and correct copy of the draft Complaint for Breach of Contract and Breach of Warranty ("WWTP Complaint") is attached hereto as "Exhibit A".

B. Ovivo denies any and all claims alleged against it in the WWTP Complaint.

C. Whereas, Ovivo and WBC have conducted settlement negotiations with the City and all of the parties hereto desire to 1) obtain further information and conduct further investigation of any potential claims or defenses they may have against one another relative to the alleged claims by the City in the WWTP Complaint and 2) toll any statute of limitations, statute of repose and laches regarding any claims that any party may have against one or more of the other parties relative to the allegations made within the WWTP Complaint.

Now therefore, in consideration of the promises and agreements contained in this Agreement, and for other good and valuable consideration, the value and receipt of which is acknowledged by each party hereto, this Agreement is entered into as follows:

1. The recitals set forth above are incorporated into this Agreement.
2. All applicable time periods or time related matters, including, but not limited to, statutes of limitation, statutes of repose, or laches, with respect to any claims or causes of action that any party to this Agreement may have against one or more of the other parties relative to the allegations made within the WWTP Complaint shall be tolled from January 22, 2018 through January 22, 2019 ("Tolling Period"). No provision of this Agreement is intended to or shall be deemed to revive any statute of limitation or other applicable time period that has already expired prior to January 22, 2018 and that would not otherwise be tolled prior to January 22, 2018. No provision of this Agreement is intended to or shall be construed to shorten any applicable statute of limitation, or repose, or other applicable time period that has not expired as of January 22, 2018.
3. No party will bring an action on any claim against another party, until January 22, 2019 or until it provides written notice to the other parties that it is terminating this Agreement. As to any action on any claim brought after the expiration of the Tolling Period or after any earlier termination of this Agreement, any party may raise any defense based on any time period or time related matters, except that no claim or defense may include the Tolling Period of this

Agreement as a basis of a time related defense, including but not limited to, statutes of limitation, statutes of repose, or laches.

4. No party to this Agreement makes any admission, express or implied, as to the existence or validity of any claims, causes of action, or defenses which are the subject of this Agreement. Ovivo makes no admission, express or implied, as to the existence or validity of any claims or causes of action which are the subject of the WWTP Complaint.

5. Any party hereto may terminate this Agreement on 60 days written notice to all other parties as provided in paragraph 8 of this Agreement.

6. This Agreement may be extended or amended only by the express written agreement of the parties hereto, stating the exact period by which this Agreement will be extended or exact terms of the amendment.

7. The undersigned individuals executing this Agreement on behalf of their respective parties represent and warrant that said individuals are authorized to enter into and execute this Agreement on behalf of such parties, and that this Agreement shall be binding on the party on whose behalf they are executing this Agreement. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal heirs, legatees, beneficiaries, representatives, successors and assigns.

8. Any notices and other communications required hereunder shall be in writing and deemed to have been given when personally delivered or three (3) days after being mailed by registered or certified mail, postage prepaid:

- (a) If to the City, addressed to:
City of Marengo
Attention: City Administrator
132 E. Prairie Street
Marengo, IL 60152

With a copy to:
David W. McArdle
Zukowski Rogers Flood & McArdle
50 Virginia St.
Crystal Lake, IL 60014

- (b) If to WBC, addressed to:

With a copy to:

- (c) If to Ovivo, addressed to:
James Goldhardt
OVIVO USA, LLC
4246 Riverboat Road, Suite 300,

Salt Lake City, Utah 84123

With a copy to:
Craig Christensen
OVIVO Legal Affairs
4246 Riverboat Road, Suite 300,
Salt Lake City, Utah 84123

9. Each party shall bear their own cost and expenses, including attorney fees, in the preparation and enforcement of this Agreement.

10. This Agreement is governed by Illinois law and venue for enforcement shall exclusively be in the 22nd Judicial Circuit, McHenry County, Illinois.

11. This Agreement may be executed in counterparts, which collectively shall be deemed a complete instrument. Email or Facsimile copies shall have the same force and effect as an original signature. This Agreement is the complete agreement of the parties. All prior discussions, negotiations, and writings have been merged into this Agreement. This Agreement cannot be modified except in writing. If any portion of this Agreement is held invalid or illegal, the remaining provisions shall not be affected.

City of Marengo

Williams Brothers Construction, Inc.

By: _____
Its: _____

By: _____

David W. McArdle, Attorney for
City of Marengo

_____, Attorney for
Williams Brothers Construction, Inc.

Ovivo USA, LLC

By: _____
Its: _____

_____, Attorney for
Ovivo USA, LLC

STATUTE OF LIMITATIONS TOLLING AGREEMENT

This Statute of Limitations Tolling Agreement (“Agreement”) is made as of and effective this _____ day of January 2018, by and between HR Green, Inc. (“HRG”) and the City of Marengo (“City”).

RECITALS

A. HRG is the appointed City Engineer and was responsible for the design and construction of the City’s wastewater plant facility upgrade pursuant to a written Professional Services Agreement with the City dated December 10, 2012 and Amendment No. 1 dated May 20, 2013 (“Subject Improvements”);

B. The City desires to obtain further information and conduct further investigation of any potential claim or claims it may have against HRG relating to the design and/or construction of the Subject Improvements; and

C. The parties hereto desire to toll any statute of limitations, statute of repose or laches regarding any claims the City may have against HRG relating to the Subject Improvements.

Now therefore, in consideration of the above premises, and in consideration of the promises contained in this Agreement, and for other good and valuable consideration, the value and receipt of which is acknowledged by each party hereto, this Agreement is entered as follows:

1. The recitals set forth above are incorporated into this Agreement.
2. All applicable time periods or time related matters, including, but not limited to, statutes of limitation, statutes of repose, or laches with respect to any claims or causes of action the City may have against HRG, relating to the Subject Improvements, shall be tolled from January 22, 2018 through January 22, 2019 (“Tolling Period”). No provision of this Agreement is intended to or shall be deemed to revive any statute of limitation or other applicable time period that has already expired prior to January 22, 2018 and that would not otherwise be tolled prior to January 22, 2018. No provision of this Agreement is intended to or shall be construed to shorten any applicable statute of limitation, statute of repose, or other applicable time period that has not expired as of January 22, 2018.
3. The City will not bring an action on any claim against HRG until January 22, 2019 or until it provides written notice to HRG that it is terminating this Agreement. As to any action on any claim brought after the expiration of the Tolling Period or after any earlier termination of this Agreement, HRG may raise any defense based on any time period or time related matters, except that no claim or defense may include the Tolling Period of this Agreement as a basis of a time related defense, including but not limited to, statutes of limitation, statutes of repose, or laches.
4. No party to this Agreement makes any admission, express or implied, as to the existence or validity of any claims, causes of action, or defenses which are the subject of this Agreement.
5. Any party hereto may terminate this Agreement on 60 days written notice to all other parties as provided in paragraph 8 of this Agreement.

6. This Agreement may be extended or amended only by the express written agreement of the parties hereto, stating the exact period by which this Agreement will be extended or exact terms of the amendment.

7. The undersigned individuals executing this Agreement on behalf of their respective parties represent and warrant that said individuals are authorized to enter into and execute this Agreement on behalf of such parties, and that this Agreement shall be binding on the party on whose behalf they are executing this Agreement. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal heirs, legatees, beneficiaries, representatives, successors and assigns.

8. Any notices and other communications required hereunder shall be in writing and deemed to have been given when personally delivered or three (3) days after being mailed by registered or certified mail, postage prepaid:

- (a) If to the City, addressed to:
City of Marengo
Attention: Mayor
132 E. Prairie Street
Marengo, IL 60152

With a copy to:
David W. McArdle
Zukowski Rogers Flood & McArdle
50 Virginia St.
Crystal Lake, IL 60014

- (b) If to HRG, addressed to:

With a copy to:

9. Each party shall bear their own cost and expenses, including attorney fees, in the preparation and enforcement of this Agreement.

10. This Agreement is governed by Illinois law and venue for enforcement shall exclusively be in the 22nd Judicial Circuit, McHenry County, Illinois.

11. This Agreement may be executed in counterparts, which collectively shall be deemed a complete instrument. Email or Facsimile copies shall have the same force and effect as an original signature. This Agreement is the complete agreement of the parties. All prior discussions, negotiations, and writings have been merged into this Agreement. This Agreement cannot be modified except in writing. If any portion of this Agreement is held invalid or illegal, the remaining provisions shall not be affected.

City of Marengo

HR Green, Inc.

By: _____
Its: _____

By: _____

David W. McArdle, Attorney for
City of Marengo
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_____, Attorney for
HR Green, Inc.



City of Marengo – Task Update Report



February 5, 2018		
Name of Project/ HR Green Project #	Tasks Accomplished	Tasks to be Completed
20009 Grant Highway TIF 170570 ESCROW ACCOUNT Contract: \$26,400 Remaining: \$19,719.50 as of 01/10/2018	<p>Traffic Impact Study Technical Memorandum completed on July 7, 2017. Finalized on December 18, 2017.</p> <p>HRG met with developer and his consultants on November 16, 2017.</p> <p>HR Green Team kick-off meeting on December 4, 2017. Surveying finished on 01/02/2018.</p> <p>Revised plans submitted by design engineer on 12/18/2017 are adequate for IDOT meeting but not for plan review.</p> <p>HR Green letter and TIS to IDOT on 01/02/18.</p>	<p>HR Green to follow up, again, with IDOT regarding meeting.</p> <p>Received IDOT letter 2/5/18</p> <p>Sending comments to Developer, City for coordination review and site plan impacts.</p>
20009 Grant Highway Site Plan Review/170570.01 ESCROW ACCOUNT Contract: \$4,050 Remaining: \$3,542.50 as of 01/10/2018.	<p>Plans submitted by design engineer on December 18, 2017 did not include enough information for review.</p> <p>HR Green sent Route 20 topographic survey to Condon & Associates on 02/02/2018.</p>	<p>Start review when complete submittal is received.</p>
General Consultations- Billable/170200	<p>Gen Con 2017/18 Agreement submitted to Mayor and Staff for approval. <i>HR Green waiting for signed document.</i></p> <p><u>Marengo Union Diversion Ditch:</u> HR Green met with City Staff on 09/27/17 to review ditch research to date. City staff has met with EMA.</p> <p>Meeting on December 6, 2017 with IDNR/OWR at City Hall. Separate exhibits and meetings were provided and are available upon request.</p>	<p><u>Marengo Union Diversion Ditch:</u> . City to provide videos of flooding to HR Green.</p> <p>City to stake and photograph future flooding to assist with calibration.</p> <p>HR Green to research rain data per WWTP peaks to provide data for calibration.</p>



City of Marengo – Task Update Report



<p>General Consultations-Billable/170200</p>	<p>HR Green followed up with IDNR regarding stream gages and there is insufficient data at this time for IDNR to calibrate.</p> <p>HR Green followed up with Paul Osmond, IDNR, regarding current FIS - current FIS did include ditch.</p> <p>City has brought all but two gages back on line and provided WWTP peak flow to HR Green.</p>	<p>HR Green to write thank you letter to IDNR and request completion of model for City use and also request funding to compete next phase of model/report.</p>
<p>Marengo Disposal Expansion/160249 ESCROW ACCOUNT</p> <p>Contract: \$15,332 Remaining: \$62.00 as of 01/10/2018.</p>	<p>Construction is under way. Email from HR Green to City PW on December 6, 2017 requested erosion and sediment control observation and some maintenance measures.</p>	<p>HR Green is still requiring lighting cut sheets and a signed and sealed Engineer's Opinion of Cost referenced to the "For Construction" plans prior to full recommendation of approval.</p>
<p>IL Rte. 23@Jane Adams Tollway – Interchange Phases 1 and II/ 88160345</p> <p>Contract: \$2,657,409.91 Remaining: \$1,314,909.43 as of 01/26/18.</p>	<p>January 2018 Tasks</p> <ul style="list-style-type: none"> ▪ Continued to work on the proposed drainage plan and profiles. ▪ Continued to work on the Environmental tasks. ▪ Continued to work on the Location Drainage Study (LDS). ▪ Continued the development of the 60% MOT plans. ▪ Initiated preparation of the Subsurface Exploration and Roadway Geotechnical Report. <p>▪ Initiated development of the 60% plans.</p> <p>▪ Revised IDS's and per IDOT comments and resubmit to reviewing agencies.</p>	<p>February 2018 Tasks</p> <ul style="list-style-type: none"> ▪ Continue to work on the proposed drainage plan and profiles. ▪ Continue to work on the Location Drainage Study (LDS). ▪ Set up a meeting with IDOT's detour committee for the Harmony Road closure. ▪ Finish the development of the 60% MOT plans. ▪ Prepare the Subsurface Exploration and Roadway Geotechnical Report. ▪ Continue the development of the 60% plans.



City of Marengo – Task Update Report



<p>Railroad St/Ritz Rd Water Main/ 86160244.01 ESCROW ACCOUNT</p> <p>Contract: \$37,000 Remaining: \$6,676.89 as of 01/15/18.</p>	<p>New water main has been tested and passed.</p> <p>Flushing hydrant revised to subsurface discharge with new calculations provided for review.</p> <p>Correspondence regarding land owners easements and attorney, City comments is ongoing.</p>	<p>HR Green to review easement documents upon preparation and submittal. Awaiting remainder of project to be completed.</p> <p>HR Green, Tim Hartnett, called in on a conference call Thursday, Feb. 1st at 11:30 a.m. with AG and again on Friday, Feb 2nd at 1:00 p.m. with representatives for all parties--attorney or Josh to update.</p>
<p>UniCarriers 240 Warehouse Addition/86160061.01 ESCROW ACCOUNT</p> <p>Contract \$13,158 Remaining: \$6,818.00 as of 11/6/17</p>	<p>Daily conference calls with Josh and Chris set up by John Stephan starting 01/29/2018.</p> <p>Plans resubmitted for review and to HR Green on 01/26/18. Review to City for input on 02/05/2017.</p>	<p>Conference calls with design engineer.</p>
<p>2017 Water Main Project/86140346.02</p> <p>Survey/Eng: \$70,260 Const Mgmt: 42,255 Addn No. 3: <u>12,192</u> Total: \$124,707</p> <p>Contract: \$124,707 Remaining: \$53,447 As of 11/07/17</p>	<p>Easement spreadsheet prepared by HR Green.</p> <p>90% plans, specs and bid documents provided for City review on 09/22/2017. Comments back from City on 10/10/2017.</p> <p>IDOT submittal on 09/27/2017. Still waiting for review as of current task update report date.</p> <p>IEPA received submittal on 10/11/2017. (Log # 2018-0348-0) IEPA permit 0348-FY2018 issued on 11/17/17.</p> <p>Amendment #3 approved by City Council on 11/27/17.</p> <p>Easement letter and exhibits out by City on 01/29/2018.</p> <p>City Attorney reviewed and provided changes to the temporary easement documents.</p>	<p>HR Green to provide exhibits for temporary and permanent easements. HR Green and City to begin contacting property owners regarding easements.</p> <p>Targeted bid date Jan 2018. Spring 2018 start with completion late summer/fall 2018.</p>



City of Marengo – Task Update Report



<p>Prospect Construction Observation/86130105 (40-00-36.00)</p> <p>Contract: \$277,079.99 Remaining: \$56.70 As of 9/19/14</p>	<p>IDOT approvals and documentation for project acceptance and close out were sent to City staff on 05/02/17.</p>	<p>City to approve the paperwork as requested. HRG to provide final cost breakdowns for the local share once information is received by IDOT.</p> <p>No Status Change.</p>
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Items in bold are new. Items in yellow highlight are pending.

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

- cc: Josh Blakemore, 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.

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