



Posted: 7/5/2018

REGULAR CITY COUNCIL MEETING
July 9, 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** – June 25, 2018 Regular Meeting Minutes
6. **Approval of the List of Bills**
7. **New Business**
 - a. Motion to approve Marengo Zion Lutheran's 3k run/walk event request
 - b. Motion to approve an agreement with Government Relations for lobbying services
 - c. Motion to approve an agreement with Nortillo Consulting Group for economic development services
 - d. Public hearing and a Motion to approve an ordinance making the Appropriations for FY 18/19 and Certification of Estimated Revenues
 - e. Motion to approve an ordinance amending Chapter 6, Streets, Sidewalks and Public Ways; Amending Chapter 38, Construction of Utility Facilities in the Right of Way; and Providing for the Regulation of and Application for Small Wireless Facilities in the City of Marengo
 - f. Motion to ratify authorization of gas handling system repairs at the wastewater treatment plant with Varec Biogas in an amount not to exceed \$22,324
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 pending or imminent litigation pursuant to 5 ILCS 120/2(c)(11)
12. **Adjournment**

#15

**MARENGO CITY COUNCIL
Regular Meeting Minutes
City Council Chambers
132 E. Prairie Street
Marengo, IL 60152
June 25, 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, Chief of Police Richard Solarz, Public Works Director Howard Moser, Acting City Attorney David McArdle, and City Engineer Tim Hartnett. Finance Director Jennifer Snelten was absent.

PUBLIC PARTICIPATION

A resident questioned the use of roundabouts coming off the toll-way, and suggested that there were other options, one of which could be a diverging diamond, such as being used out West. That design appears to be a little less confusing to the public.

A resident of Crystal Lake spoke to the Council about her experience with the use of solar panels at her home.

APPROVAL OF MINUTES – June 11, 2018 Regular Meeting Minutes

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to approve the minutes from the meeting. 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

It was noted that the invoice for the traffic signs should show Newman Signs, not Newman Roofing. This information will be corrected.

Alderman Steve Mortensen made a motion, seconded by Alderman Todd Hall, to approve the list of bills, with the correction. The aldermen voted as follows:

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

Nays: 0

The motion passed.

NEW BUSINESS

- a. *Update on wastewater treatment plant capital improvement plan*

Troy Stinson, from Strand Associates, presented information to the Council on their findings and suggestions for repairs to the various areas of the treatment plant. There was discussion on the SBR's, the Sonalyzer, the anaerobic cover problems, and the clarifiers.

The main concern at this time is the Anaerobic Digestion BioGas problem (deteriorating cover, foaming problem, and methane gas build-up. They are recommending that the City make repairs, in the amount of \$22,323, at this time. Attorney McArdle advised that the Council could give approval at this time to proceed with making these repairs, and then ratify the cost of the repairs at the next meeting. The Council agreed with this recommendation.

b. Public Hearing on proposed annexation agreement relating to approximately 114.72 acres of property West of Johnson Road and South of Route 20 – Marengo Solar 1 (Johnson & Feddema Property)

The Public Hearing was opened at 8:11 PM. Notification of the public hearing (for both properties) was provided for the City's records. Attorney McArdle clarified to the public that there are two public hearings being done this evening: one for the West side of Johnson Road (Marengo Solar 1), and the one for the East side of Johnson Road (Marengo Solar 2), and that following the Public Hearings, the Council will be discussing the proposed agreements. If the annexation agreements are adopted, the next action the Council will discuss will be to amend the text of the Marengo Zoning Code to permit solar farms to exist within the City. Attorney McArdle clarified that the City, at this time, is not annexing the property and also not zoning the property tonight. The steps taken tonight are an agreement to adopt and zone the properties in the future.

Attorney Jay Filler, attorney for the petitioner, introduced Reed Wills and Chris Harvey, with Marengo Solar, Candace Ward with Energy Renewal Partners, and Patricia McGarr with Cohn Resnick. Mr. Wills spoke first to the Council about the proposed solar farm, its location and the surrounding area. Ms. McGarr then spoke about her findings on the affect solar farms have on property values, and presented information for 5 locations (1 in Illinois, 4 in Indiana). Her research has indicated that there does not appear to be any negative impact on adjacent property values. Mr. Wills then gave a slide presentation showing the current property views, and a rendering of what the property owner would see following the installation of the solar panels. The Solar Farm group made the decision to have a privacy fence (7' high cedar) erected so the property owner would not be viewing the panels except for when they are at a high tilt angle.

There was discussion about the Senate bill that was passed (regarding property taxes), as far as revenue that would be generated, that is awaiting the Governor's signature, and if that did not go through the possibility of imposing a fee for usage, similar to the tipping fee that is paid by the mining companies. The Council felt it would be acceptable to wait for the Assessor's Office to assess the property.

Following the presentation, the hearing was opened at 8:50 PM for public questions and comments. A resident questioned if annexation fees were being waived on this project, and if the project is annexed into the City, would the County have oversight on this property? Administrator Blakemore stated that annexation fees would be paid on this project. Attorney McArdle advised that the County would not have any oversight if the property is annexed into the City.

MOTION TO CLOSE THE PUBLIC HEARING

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to close the Public Hearing. The aldermen voted as follows:

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

Nays: 0

The motion passed. *The Public Hearing adjourned at 8:54 PM.*

- c. **Public Hearing** on proposed annexation agreement relating to approximately 120.8 acres of property East of Johnson Road and South of Route 20 – Marengo Solar II (Nelligan Investments LLC Property)

The Public Hearing was opened at 8:54 PM for public comment. There was none.

MOTION TO CLOSE THE PUBLIC HEARING

Alderman Matt Keenum made a motion, seconded by Alderman Nicole DeBoer, to close the public hearing. The aldermen voted as follows:

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

Nays: 0

The motion passed. *The Public Hearing adjourned at 8:55 PM.*

- d. *Motion to approve an ordinance authorizing the execution of an annexation agreement between the City of Marengo and Marengo Solar LLC for approximately 114.72 acres of property West of Johnson Road and South of Route 20 – Marengo Solar I (Johnson & Feddema Property)*

Attorney McArdle reviewed the annexation agreements with the Council, drawing specific attention to various areas of the agreement under section A - Obligations of the City. The deadline for the petitioner to comply with the conditions outlined is June 1, 2021. If the obligations are not completed by that date, the annexation is null and void. Under Section B – Obligations of the Owner, Attorney McArdle questioned if the wording “in general compliance” met with the Council’s approval regarding the original site plan, and the lack of specifications in the plans. This was discussed in detail by Attorney Filler, City Engineer Hartnett and Chris Harvey. Following this discussion, the Council felt comfortable with the original wording. Annexation fees were outlined, with those fees being secured through an irrevocable letter of credit. A LOC will also be issued to cover decommissioning costs, and also one to cover any possible damage to Johnson Road. Attorney McArdle questioned the use of an international bank for the LOC’s. Mr. Harvey will provide more information to the City on the bank. Attorney McArdle then reviewed the various Exhibits that will be attached to the annexation agreement.

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to authorize execution of an annexation agreement between the City of Marengo and Marengo Solar LLC, for approximately 114.72 acres of property West of Johnson Road and South of Route 20 – Marengo Solar I (Johnson and Feddema Property), subject to the following conditions being met: 1. Approval by the City attorney of all letters of credit referenced in annexation agreement relating to substance, amounts, form and the issuing bank; 2. Correction, if any, to legal descriptions; 3. H.R. Greens approval of Exhibit F. The aldermen voted as follows:

Ayes: Martin, Hall, Smith, DeBoer, Mortensen, Miller, Keenum (reluctantly agreed), and Mayor Koziol
Nays: Hammortree

The motion passed.

- e. *Motion to approve an ordinance authorizing the execution of an annexation agreement between the City of Marengo and Marengo Solar LLC for approximately 120.8 acres of property East of Johnson Road and South of Route 20 – Marengo Solar II (Nelligan Investments LLC Property, subject to the following conditions being met: 1. Approval by the City attorney of all letters of*

credit referenced in annexation agreement relating to substance, amounts, form and the issuing bank; 2. Correction, if any, to legal descriptions, and 3. H.R. Greens approval of Exhibit F.

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to authorize the execution of an annexation agreement between the City of Marengo and Marengo Solar LLC for approximately 120.8 acres of property East of Johnson Road and South of Route 20 – Marengo Solar II (Nelligan Investments LLC Property), subject to the following conditions being met: 1. Approval by the City attorney of all letters of credit referenced in annexation agreement relating to substance, amounts, form and the issuing bank; 2. Correction, if any, to legal descriptions; and 3. H.R. Greens approval of Exhibit F. The aldermen voted as follows:

Ayes: Keenum (reluctantly), Martin, Smith, Miller, Hall, Mortensen, DeBoer and Mayor Koziol

Nays: Hammortree

The motion passed.

- f. Motion to approve an ordinance amending the Marengo Zoning Ordinance to add a ground mounted solar energy system (solar farm) as a special use in the ER – Estate Residential zoning district*

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to approve an ordinance amending the Marengo Zoning Ordinance to add a ground mounted solar energy system (solar farm) as a special use in the ER – Estate Residential – zoning district. The aldermen voted as follows:

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

Nays: Hammortree

The motion passed.

- g. Motion to approve an ordinance establishing the prevailing wage rates for the City of Marengo*

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to approve an ordinance establishing the prevailing wage rates for the City of Marengo. The aldermen voted as follows:

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

Nays: 0

The motion passed.

Alderman Todd Hall stated: “I vote yes, but only because we basically have to. The State (of Illinois) has a gun to our head.” Alderman DeBoer agreed with this comment.

- h. Motion to approve an ordinance amending Chapter 6, Streets, Sidewalks and Public Ways; amending Chapter 38, Construction of Utility Facilities in the Right of Way; and Providing for the Regulation of, and Application for, Small Wireless Facilities in the City of Marengo*

Administrator Blakemore explained that this change has been dictated by the State of Illinois and information on the changes were outlined, in a letter from Ruth Schlossberg (attorney with Zukowski, Rogers, Flood & McArdle).

Alderman Steve Mortensen made a motion, seconded by Alderman Michael Smith, to table this matter to the July 9th meeting. The aldermen voted as follows:

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

This matter is removed from the agenda, and will be re-visited when additional information is available. The City has until the end of July to enact regulations on "small cell" devices.

MAYOR'S STATEMENT AND REPORT

Mayor John Koziol reported that the City has interviewed 2 candidates for the position of Economic Development Consultant. He reminded everyone about the festivities on Saturday, noting that the fireworks are completely covered from generous donations, and therefore monies that had been budgeted for this will not be necessary.

DEPARTMENT HEAD AND STAFF REPORTS

Public Works Director Howard Moser reported that the milling on Eisenhower and Keppler is almost complete. The engraving on the welcome signs should be done by Wednesday. Gillian Mobley is the new administrative assistant at the Public Works building.

Chief of Police Rich Solarz noted that extra staff will be on hand for Saturday. Officer Wajda will be graduating next Friday, and will be starting his field training shortly thereafter.

Tim Ring, in charge of parking for the Summer Fest on Saturday, stated that there will be signs directing cars for where to park. Both the high school and UniCarriers have offered their parking lots for the event.

City Engineer Tim Hartnett reported that the toll-way project is coming along. He will provide a report to the Council in July on this and other projects. The water main projects are out to bid, with the opening of bids occurring in July, and the award of job in August. They have been working with Marengo Solar, and also with IDOT for the project that Corey Brackmann is involved with on the East end of town.

City Administrator Joshua Blakemore updated the Council on the toll-way project, and also the roundabouts. He has received a rough preliminary draft to the IGA from the County DOT, outlining procedures for right-of-way acquisitions for the toll-way. This would establish the toll-way as the lead agency. Included in the board packet were the treasurer's report and the budget trend for May. The next agenda should include the appropriations ordinance, and also information on the possible hiring of the Economic Development Consultant, as well as information on the possible lobbyist.

The Council questioned when a report from the cemetery board would be received. Josh will check on this and advise.

Acting City Attorney David McArdle noted that he has information regarding 300 West LLC/Arnold Engineering and will discuss it in Executive Session.

REPORTS AND STATEMENTS FROM CITY COUNCIL

Alderman Hammortree thanked Attorney McArdle for looking out for the City's best interests, regarding the Letter of Credit with the solar farm.

EXECUTIVE SESSION

- a. Discussion of pending or imminent litigation pursuant to 5 ILCS 120/2 (c) (11)

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to go to Executive Session for the purpose of a discussion of pending or imminent litigation pursuant to 5 ILCS 120/2 (c) (11). The aldermen voted as follows:

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

*The regular meeting recessed at 10:14 PM.
The regular meeting reconvened at 10:30 PM.*

ROLL CALL

Returning from Executive Session are the following persons: Mayor John Koziol; Aldermen Brett Martin, Dennis Hammortree, Todd Hall, Michael Smith, Nicole DeBoer, Steve Mortensen, Mike Miller and Matt Keenum. Also present are City Administrator Joshua Blakemore and Acting City Attorney David McArdle.

ADJOURNMENT

Alderman Nicole DeBoer made a motion, seconded by Alderman Matt Keenum, to adjourn the meeting. The motion passed with a voice vote. The meeting adjourned at 10:33 PM.

Constance J. Borleitner
City Clerk

The City Council approved these minutes on _____.

DRAFT

CITY OF MARENGO

BOARD MEETING: 07/09/18

BILLS PAYABLE REPORT FOR JULY, 2018

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WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
BLUE CROSS BLUE SHIELD (228)		\$7,964.60
724136-07 JULY 2018 MEDICAL INSURANCE PLAN PREMIUMS/ EMPLOYEE SHARE	01-208-000	7,964.60
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$411.10
F015934-07 JULY 2018 LIFE INSURANCE PLAN PREMIUMS/ VOLUNTARY EMPLOYEE SHARE	01-208-002	411.10
VISION SERVICE PLAN OF ILLINOIS (2199)		\$103.21
12222915-07 JULY 2018 VISION INSURANCE PLAN PREMIUMS/ EMPLOYEE SHARE	01-208-000	103.21
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$8,478.91
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
AZAVAR AUDIT SOLUTIONS, INC. (135)		\$48.53
14527 JULY 2018 CONTINGENCY PAYMENT/NICOR & COMED	01-51-688.04	48.53
BLUE CROSS BLUE SHIELD (228)		\$3,640.78
724136-07 JULY 2018 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	3,640.78
CHARTER COMMUNICATIONS (380)		\$319.92
0023655062318 6/16-7/15/18 PHONE SERVICES/CITY HALL	01-51-523.00	319.92
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$48.03
F015934-07 JULY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	48.03
FIRST NATIONAL BANK OF OMAHA (2575)		\$640.13
000523 MEAL CHARGES/ IMTA CONFERENCE/SNELTEN	01-51-430.00	27.35
141217 EASTERN ILLINOIS UNIVERSITY/ IMTA CONFERENCE REGISTRATION/SNELTEN	01-51-430.00	205.00
190697 EASTERN ILLINOIS UNIVERSITY/IMTA CONFERENCE REGISTRATION/LOPEZ	01-51-430.00	175.00
468514 CROWN PLAZA SPRINGFIELD/IMTA CONFERENCE/ SNELTEN	01-51-430.00	232.78
HINCKLEY SPRINGS (2998)		\$22.28
14457314 062518 WATER DELIVERY	01-51-565.01	22.28
HR GREEN, INC. (1945)		\$1,240.68
119332 4/21-5/18/18 ENGINEERING SERVICES/DORAL RIDGE WETLANDS RESEARCH, MEETING PREP AND ATTENDANCE/170200	01-51-636.00	1,240.68
IDES (565)		\$149.99
0802560 2ND QUARTER 2018 UNEMPLOYMENT PREMIUMS	01-51-408.02	149.99
MCHENRY COUNTY COUNCIL OF GOVERNMENTS (1337)		\$90.00
1559 JUNE MEMBERSHIP MEETING/KOZIOL	01-51-429.01	45.00
1559 JUNE MEMBERSHIP MEETING/BLAKEMORE	01-51-480.05	45.00
MCHENRY COUNTY DIV. OF TRANSPORTATION (3019)		\$637.33
9-40 JUNE 2018 LOCAL SHARE/MCRIDE	01-51-588.01	637.33
NORTHERN SAFETY CO., INC. (1546)		\$397.11
902996718 SAFETY VESTS & TRASH PICKERS	01-51-435.05	397.11
NORTHWEST HERALD (1554)		\$131.00
44179 NORTHWEST HERALD YEAR SUBSCRIPTION	01-51-531.00	131.00
OFFICE DEPOT (1575)		\$21.98
151343734001 BODILY FLUID DISPOSAL KITS	01-51-435.05	21.98
SHAW SUBURBAN MEDIA GROUP (1907)		\$694.30
1550395 PUBLIC NOTICE/WATER MAIN REPLACEMENT PROJECT	01-51-533.00	650.66
1551239 PUBLIC NOTICE/ANNUAL APPROPRIATION NOTICE	01-51-533.00	43.64
JENNIFER SNELTEN (1955)		\$248.11
MEAL REIMBURSEMENT/IMTA ANNUAL CONFERENCE SPRINGFIELD	01-51-430.00	17.03

CITY OF MARENGO

BOARD MEETING: 07/09/18

BILLS PAYABLE REPORT FOR JULY, 2018

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WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
MILEAGE REIMBURSEMENT/IMTA ANNUAL CONFERENCE SPRINGFIELD/424 MILES @ \$0.545 PER MILE	01-51-430.00	231.08
VISION SERVICE PLAN OF ILLINOIS (2199)		\$57.39
12222915-07 JULY 2018 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-51-403.00	57.39
VERIZON WIRELESS (2787)		\$154.54
9809154442 5/16-6/15/18 SERVICE/CITY HALL	01-51-523.00	154.54
TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES		\$8,542.10
<u>POLICE DEPARTMENT EXPENDITURES</u>		
AT&T (109)		\$258.25
815 Z04-0004 6/16-7/15/18 SERVICE/T1 LINE FROM PD TO MCHENRY DISPATCH	01-52-523.00	258.25
BLUE CROSS BLUE SHIELD (228)		\$17,756.01
724136-07 JULY 2018 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	17,756.01
FIRST NATIONAL BANK (693)	07/06 CK# 36128	\$13,365.69
20039441 PD EXPANSION LOAN/INTEREST PAYMENT	01-52-594.02	2,519.50
20039441 PD EXPANSION LOAN/PRINCIPAL PAYMENT	01-52-594.02	10,846.19
CHARTER COMMUNICATIONS (380)		\$319.92
0023655062318 7/1-7/31/18 INTERNET SERVICES/POLICE	01-52-523.00	59.00
0023655062318 7/1-7/31/18 PHONE SERVICES/POLICE	01-52-523.00	260.92
CINTAS CORPORATION #355 (411)		\$79.91
355566037 FLOOR MATS/POLICE DEPT	01-52-510.00	79.91
CREEKSIDE / MARATHON (2968)		\$817.48
MARENGO 6/1-6/15/18 FUEL	01-52-566.00	817.48
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$184.24
F015934-07 JULY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	184.24
MSC - 410526 (579)		\$19.25
1000752121 CLEANING SUPPLIES AND COFFEE	01-52-565.02	19.25
ELGIN PAPER COMPANY (628)		\$100.07
603504 TOILET PAPER & ROLL TOWELS/POLICE DEPT.	01-52-565.02	100.07
FIRST NATIONAL BANK OF OMAHA (2575)		\$420.46
214167 NATIONWIDE/NOTARY BOND/HERNANDEZ	01-52-545.00	50.00
253842 IL TOLLWAY/ JUNE 2018 IPASS REPLENISHMENT	01-52-545.00	120.00
442937 NOTARYSTAMP.COM/NOTARY STAMP/HERNANDEZ	01-52-545.00	26.37
759757 WEBSTAIRANT STORE/DISPLAY CASE	01-52-594.01	224.09
FISHER AUTO PARTS (3126)		\$46.72
325-442477 EXHAUST CLAMPS & PIPES/M11	01-52-511.00	46.72
TANIA HERNANDEZ (3156)		\$7.50
REIMBURSEMENT NOTARY REGISTRATION FEE	01-52-443.00	7.50
HINCKLEY SPRINGS (2998)		\$111.52
14457314 062518 WATER DELIVERY	01-52-565.02	111.52
CITY OF MCHENRY (415)		\$9,557.74
00188 JULY 2018 DISPATCH FEES	01-52-688.00	9,557.74
MENARD'S (1364)		\$366.23
70690 CORNER MOULDING	01-52-510.00	99.95
71557 WALL BASE TRIM/POLICE DEPARTMENT	01-52-510.00	266.28

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>POLICE DEPARTMENT EXPENDITURES</u>		
OFFICE DEPOT (1575)		\$38.37
151343557001 WALL FILE POCKETS	01-52-565.02	38.37
P.F. PETTIBONE & COMPANY (1649)		\$162.45
174658 CITATION BOOKS	01-52-565.02	162.45
VISION SERVICE PLAN OF ILLINOIS (2199)		\$197.69
12222915-07 JULY 2018 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-52-403.00	197.69
VERIZON WIRELESS (2787)		\$253.92
9809154442 5/16-6/15/18 SERVICE/POLICE	01-52-523.00	253.92
TOTAL POLICE DEPARTMENT EXPENDITURES		\$44,063.42
<u>STREET DEPARTMENT EXPENDITURES</u>		
B&K POWER EQUIPMENT, INC. (138)		\$23.23
132051 FUEL CAP/SKIDSTEER	01-53-512.00	23.23
BLUE CROSS BLUE SHIELD (228)		\$5,818.28
724136-07 JULY 2018 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	5,818.28
CHARTER COMMUNICATIONS (380)		\$79.98
0023655062318 7/1-7/31/18 PHONE SERVICES/STREETS	01-53-523.00	79.98
CINTAS CORPORATION #355 (411)		\$423.68
355564511 UNIFORMS	01-53-469.00	106.92
355567646 UNIFORMS	01-53-469.00	106.92
355570799 UNIFORMS	01-53-469.00	106.92
355573945 UNIFORMS	01-53-469.00	102.92
COMED (438)		\$162.04
2243032119 4/12-5/11/18 SERVICE/STREET LIGHTING/CITY OWNED STREET LIGHTS/ELECTRIC USAGE CHARGES	01-53-527.00	162.04
COMED (439)		\$36.44
2361160029 4/10-5/8/18 SERVICE/STREET LIGHTING/CITY LOT #2/ELECTRIC USAGE CHARGES	01-53-527.00	36.44
CREEKSIDE / MARATHON (2968)		\$566.79
MARENGO 6/1-6/15/18 FUEL	01-53-566.00	566.79
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$54.34
F015934-07 JULY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	54.34
GALETON (742)		\$138.94
1516333-00 WORK GLOVES	01-53-567.00	138.94
LINDSAY METAL MADNESS (3043)		\$100.00
1618 ANGLE IRON FOR PAVER PLATES	01-53-511.00	100.00
MENARD'S (1364)		\$212.15
70307 SLEDGE HAMMER, CHLORINE, DRYWALL PANEL	01-53-567.00	37.16
70690 FENCE POSTS, KNIFE, AND ROPE	01-53-567.00	54.99
71376 TARP STRAPS, CLAMPS, AND ADHESIVE	01-53-593.00	120.00
NEWMAN TRAFFIC SIGNS (1508)		\$206.28
TRFINV002596 BRACKETS AND BANDING FOR STREET SIGNS	01-53-513.01	206.28
VISION SERVICE PLAN OF ILLINOIS (2199)		\$74.26
12222915-07 JULY 2018 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	01-53-403.00	74.26
VERIZON WIRELESS (2787)		\$259.39
9809154442 5/16-6/15/18 SERVICE/STREETS	01-53-523.00	259.39

CITY OF MARENGO

BOARD MEETING: 07/09/18

BILLS PAYABLE REPORT FOR JULY, 2018

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WARRANT NO.: 1

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TOTAL STREET DEPARTMENT EXPENDITURES		\$8,155.80
<u>PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES</u>		
CHARTER COMMUNICATIONS (380)		\$154.97
0023655062318 6/16-7/15/18 INTERNET SERVICES/CITY HALL	01-54-526.03	74.99
0023655062318 7/1-7/31/18 PHONE SERVICES/PUBLIC WORKS	01-54-526.03	79.98
CINTAS CORPORATION #355 (411)		\$88.36
355566037 FLOOR MATS/CITY HALL	01-54-510.00	88.36
COMED (438)		\$25.45
2796543007 4/10-5/8/18 SERVICE/109 E. WASHINGTON	01-54-526.03	25.45
ELGIN PAPER COMPANY (628)		\$211.68
603504 TOILET PAPER, SOAP & ROLL TOWELS/CITY HALL	01-54-567.00	211.68
GRIEBEL TRUCKING CO. (808)		\$210.00
060118 HAULING OF SPOILS/DUMPING FEES	01-54-515.00	210.00
TRI-COUNTY PREFERRED GARAGE DOOR, INC. (2110)		\$768.00
10896 OVERHEAD DOOR REPAIR	01-54-510.00	768.00
TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		\$1,458.46
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
CHARTER COMMUNICATIONS (380)		\$79.98
0023655062318 7/1-7/31/18 PHONE SERVICES/BUILDING DEPT	01-55-523.00	79.98
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$5.11
F015934-07 JULY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	01-55-403.00	5.11
HINCKLEY SPRINGS (2998)		\$61.63
14457314 062518 WATER DELIVERY	01-55-565.00	61.63
MCHENRY COUNTY CLERK (1325)		\$10.00
MOSER NOTARY REGISTRATION	01-55-443.00	10.00
VERIZON WIRELESS (2787)		\$75.90
9809154442 5/16-6/15/18 SERVICE/BUILDING DEPT	01-55-523.00	75.90
TOTAL BUILDING DEPARTMENT EXPENDITURES		\$232.62

GENERAL CORPORATE FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	8,478.91
51	ADMINISTRATION DEPARTMENT	8,542.10
52	POLICE DEPARTMENT	44,063.42
53	STREET DEPARTMENT	8,155.80
54	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	1,458.46
55	BUILDING DEPARTMENT	232.62
	TOTAL GENERAL CORPORATE FUND EXPENDITURES	70,931.31

CITY OF MARENGO

BOARD MEETING: 07/09/18

BILLS PAYABLE REPORT FOR JULY, 2018

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WARRANT NO.: 1

COMMUNITY EVENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
FIRST NATIONAL BANK OF OMAHA (2575)		\$490.93
562157 2 FROGGY JUMPS/INFLATABLES DEPOSIT FOR SUMMERFEST	17-00-780.00	50.00
572687 ORIENTAL TRADING COMPANY/WRISTBANDS FOR SUMMERFEST	17-00-780.00	24.93
827741 AMERICAN PAPER OPTICS/3D GLASSES FOR SUMMERFEST	17-00-780.00	416.00
MARENGO SIGNS INC. (1282)		\$162.00
20020 TWO SUMMERFEST SIGNS	17-00-780.00	162.00
MENARD'S (1364)		\$418.77
71541 FENCE POSTS, SNOW FENCING, ZIP TIES, POST DRIVER/SUMMERFEST	17-00-780.00	429.93
71544 CREDIT/RETURN OF FENCE POSTS	17-00-780.00	-11.16
MICHAEL MILLER (3194)		\$676.05
REIMBURSEMENT DIESEL FUEL, MATERIALS TO MAKE STAGE STAIRS & RAILING, AND PORTABLE LIGHT RENTAL/SUMMERFEST	17-00-780.00	676.05
TOTAL COMMUNITY EVENTS FUND EXPENDITURES		\$1,747.75

CITY OF MARENGO

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WARRANT NO.: 1

POLICE DEPT. DRUG FORFEITURE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
NOEL GAINES (2508)		\$3,500.00
62918 PAINTING OF POLICE DEPARTMENT	19-00-780.00	3,500.00
TOTAL POLICE DEPT. DRUG FORFEITURE FUND EXPENDITURES		\$3,500.00

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
CURRAN CONTRACTING (504)		\$3,575.85
14445 COLD PATCH	20-00-713.01	1,128.40
14495 COLD PATCH	20-00-713.01	1,255.50
14503 COLD PATCH	20-00-713.01	1,191.95
TOTAL MOTOR FUEL TAX FUND EXPENDITURES		\$3,575.85

CITY OF MARENGO

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WARRANT NO.: 1

RETAINED PERSONNEL FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
HR GREEN, INC. (1945)		\$2,715.25
119290 4/21-5/18/18 ENGINEERING SERVICES/MARENGO SOLAR I & II / 180292	22-215-000	2,294.00
119291 4/21-5/18/18 ENGINEERING SERVICES/ROUTE 20 DEVELOPMENT PROJECT SITE PLAN REVIEW/ 170570.01	22-215-000	421.25
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$2,715.25

RETAINED PERSONNEL FUND RECAP	
CODE DESCRIPTION	AMOUNT
PAYROLL AND MISCELLANEOUS	2,715.25
TOTAL RETAINED PERSONNEL FUND EXPENDITURES	2,715.25

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>WATER DEPARTMENT EXPENDITURES</u>		
ALLIED ASPHALT PAVING COMPANY (2496)		\$369.46
216031 HOT MIX ASPHALT/UTILITY CUTS	30-70-565.02	369.46
BLUE CROSS BLUE SHIELD (228)		\$1,573.09
724136-07 JULY 2018 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	1,573.09
CHARTER COMMUNICATIONS (380)		\$79.98
0023655062318 7/1-7/31/18 PHONE SERVICES/WATER DEPT	30-70-523.00	79.98
CINTAS CORPORATION #355 (411)		\$103.24
355564511 UNIFORMS	30-70-469.00	25.81
355567646 UNIFORMS	30-70-469.00	25.81
355570799 UNIFORMS	30-70-469.00	25.81
355573945 UNIFORMS	30-70-469.00	25.81
COMED (438)		\$249.00
2512078001 5/9-6/8/18 SERVICE/416 STEVENSON	30-70-526.00	82.58
3279033030 4/13-5/14/18 SERVICE/0 N. BRIDEN	30-70-526.00	111.93
3812080106 4/13-5/14/18 SERVICE/240 N. PROSPECT	30-70-526.00	54.49
CORE & MAIN LP (3150)		\$110.78
I988059 CURB BOXES	30-70-565.02	110.78
CREEKSIDE / MARATHON (2968)		\$86.99
MARENGO 6/1-6/15/18 FUEL	30-70-566.00	19.56
MARENGO 6/1-6/15/18 FUEL	30-70-566.00	67.43
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$18.12
F015934-07 JULY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	18.12
DEBT SERVICE FUND (532)		\$22,081.25
JULY 2018 TRANSFER TO DEBT SERVICE FUND	30-70-587.00	22,081.25
FIRST NATIONAL BANK OF OMAHA (2575)		\$26.37
442937 NOTARYSTAMP.COM/NOTARY STAMP/PAL	30-70-565.01	26.37
IDES (565)		\$1.18
0802560 2ND QUARTER 2018 UNEMPLOYMENT PREMIUMS	30-70-403.08	1.18
JET VAC ENVIRONMENTAL (3193)		\$166.42
819 BALL VALVE/FACTOR	30-70-512.00	166.42
STARK & SON TRENCHING INC. (2917)		\$875.00
53510 DIRECTIONAL BORING FOR WATER SERVICE	30-70-635.00	875.00
STARK SERVICE, INC. (2634)		\$888.90
152065 SAND AND GRAVEL FOR STREET CUTS	30-70-565.02	888.90
U.S. POSTAL SERVICE (2137)	07/02 CK# 19703	\$173.29
JULY 2018 WATER-SEWER BILLS FOR SECTION 3, AND PAST DUE BILLS FOR SECTION 2	30-70-532.00	173.29
VISION SERVICE PLAN OF ILLINOIS (2199)		\$27.14
12222915-07 JULY 2018 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	30-70-403.00	27.14
VERIZON WIRELESS (2787)		\$99.38
9809154442 5/16-6/15/18 SERVICE/WATER DEPT	30-70-523.00	99.38
WATER SOLUTIONS UNLIMITED, INC. (2227)		\$4,131.20
44970 PHOSPHATE, ORACLE, AND AMMONIUM SULFATE	30-70-565.02	4,131.20
TOTAL WATER DEPARTMENT EXPENDITURES		\$31,060.79

CITY OF MARENGO

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WARRANT NO.: 1

WATER & SEWER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>SANITARY & WASTEWATER DEPARTMENT EXPENDITURES</u>		
ADVANCE WELDING SERVICE, INC. (2748)		\$160.00
0622 WELDING OF CONTROL PANEL COVER	30-75-635.00	160.00
ADVANCED AUTOMATION & CONTROLS (2637)		\$315.00
18-2894 SONICWALL VPN DEVICE SECURITY LICENSE RENEWAL/ 8/1/18-7/31/19	30-75-635.00	315.00
AQUAFIX (2869)		\$445.00
24783 DEFOAMER FOR DIGESTERS	30-75-565.06	445.00
BLUE CROSS BLUE SHIELD (228)		\$2,184.95
724136-07 JULY 2018 MEDICAL INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	2,184.95
CINTAS CORPORATION #355 (411)		\$307.80
355564511 UNIFORMS	30-75-469.00	76.95
355567646 UNIFORMS	30-75-469.00	76.95
355570799 UNIFORMS	30-75-469.00	76.95
355573945 UNIFORMS	30-75-469.00	76.95
COMED (438)		\$498.13
0588136038 4/9-6/8/18 SERVICE/800 N. STATE/LIFT STATION	30-75-526.00	498.13
DEARBORN NATIONAL LIFE INSURANCE CO (718)		\$31.11
F015934-07 JULY 2018 LIFE INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	31.11
DEBT SERVICE FUND (532)		\$22,081.25
JULY 2018 TRANSFER TO DEBT SERVICE FUND	30-75-587.00	22,081.25
FIRST NATIONAL BANK OF OMAHA (2575)		\$173.70
442937 USPS/MAILING OF LAB SAMPLES TO MCO	30-75-532.00	24.70
976147 FRED PRYOR SEMINARS/ MANAGEMENT TRAINING SEMINAR/EVERTSEN	30-75-430.00	149.00
FISHER AUTO PARTS (3126)		\$39.95
325-442480 SEALS/T73	30-75-511.00	39.95
HACH COMPANY (830)		\$867.00
11006814 CALIBRATION OF DR3900	30-75-511.02	867.00
HAWKINS, INC (3085)		\$2,949.50
4302507 FERRIC CHLORIDE	30-75-565.06	2,949.50
HINCKLEY SPRINGS (2998)		\$23.53
14457314 062518 WATER DELIVERY	30-75-565.01	23.53
IDES (565)		\$1.18
0802560 2ND QUARTER 2018 UNEMPLOYMENT PREMIUMS	30-75-403.08	1.18
LAI, LTD. (1161)		\$256.00
18-15653 INTAKE FILTERS	30-75-565.06	256.00
STRAND ASSOCIATES, INC. (3186)		\$2,094.79
139347 MAY 2018 WASTE WATER ENGINEERING SERVICES/ 11 HOURS	30-75-636.00	2,094.79
U.S. POSTAL SERVICE (2137)	07/02 CK# 19703	\$173.28
JULY 2018 WATER-SEWER BILLS FOR SECTION 3, AND PAST DUE BILLS FOR SECTION 2	30-75-532.00	173.28
UNITED LABORATORIES (2153)		\$243.00
226886 DESCALER FOR DISC FILTERS	30-75-565.06	243.00
USA BLUE BOOK (2169)		\$838.78
-595567 PRE-FILTER BLANKETS, PAPER FILTER ELEMENTS, LAB SAMPLE TESTING SUPPLIES	30-75-565.06	838.78
VISION SERVICE PLAN OF ILLINOIS (2199)		\$24.56
12222915-07 JULY 2018 VISION INSURANCE PLAN PREMIUMS/ CITY SHARE	30-75-403.00	24.56

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>SANITARY & WASTEWATER DEPARTMENT EXPENDITURES</u>		
VERIZON WIRELESS (2787)		\$170.03
9809154442 5/16-6/15/18 SERVICE/WWTP	30-75-523.00	170.03
TOTAL SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		\$33,878.54

<u>WATER & SEWER FUND RECAP</u>		
CODE	DESCRIPTION	AMOUNT
70	WATER DEPARTMENT	31,060.79
75	SANITARY & WASTEWATER DEPARTMENT	33,878.54
	TOTAL WATER & SEWER FUND EXPENDITURES	64,939.33

CITY OF MARENGO

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WARRANT NO.: 1

SUMMARY ALL FUNDS

BANK ACCOUNT	BANK	DESCRIPTION	AMOUNT	
01-102-000	01	GENERAL CORPORATE FUND-CASH IN BANK	70,931.31	*
17-102-000	17	COMMUNITY EVENTS FUND-CASH IN BANK	1,747.75	*
19-102-000	19	POLICE DEPT. DRUG FORFEITURE FUND-CASH IN BANK	3,500.00	*
20-102-000	20	MOTOR FUEL TAX FUND-CASH IN BANK	3,575.85	*
22-102-000	22	RETAINED PERSONNEL FUND-CASH IN BANK	2,715.25	*
30-102-000	30	WATER & SEWER FUND-CASH IN BANK	64,939.33	*
		TOTAL ALL FUNDS	147,409.49	**

CITY OF MARENGO

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WARRANT NO.: 2

COMMUNITY EVENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
2 FROGGY JUMPS LLC (3192)		\$1,087.06
561 SUMMERFEST INFLATABLES (6); TOTAL LESS \$50 CC DEPOSIT	17-00-780.00	1,087.06
JOHN DALY (3191)		\$400.00
SUMMERFEST PERFORMER/WOODEN ROCKERS	17-00-780.00	400.00
TOTAL COMMUNITY EVENTS FUND EXPENDITURES		\$1,487.06

CITY OF MARENGO

BOARD MEETING: 07/09/18

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WARRANT NO.: 2

SUMMARY ALL FUNDS

BANK ACCOUNT	BANK	DESCRIPTION	AMOUNT
17-102-000	17	COMMUNITY EVENTS FUND-CASH IN BANK	1,487.06 *
		TOTAL ALL FUNDS	1,487.06 **

JA

Megan Lopez

From: Heuser Ryan <cecilyb76@yahoo.com>
Sent: Monday, July 2, 2018 6:36 AM
To: Megan Lopez
Subject: Zion 3k

Hello Megan,

Zion will be hosting a 3k on Sunday August 19 starting at 12pm. I have attached The route below. We will not need any streets blocked off.

We will have insurance, and should have a copy of that to you by Tuesday.

Please let me know what else will be needed.

Thanks

Cecily

Sent from my iPhone

7b

AGENDA SUPPLEMENT

TO: Mayor and City Council

FROM: Joshua Blakemore, City Administrator

FOR: July 9, 2018 City Council Meeting

RE: Agreement with Government Relations – Joyce Nardulli – Lobbying Services

Attached for your review is an agreement with Government Relations to provide lobbyist services for the City of Marengo. Resumes for Joyce and Jessica Nardulli have also been provided for your review. If the agreement is approved, Joyce would be the City's primary point of contact, however Jessica will also be providing services to the City. The contract is for one year, with monthly payments of \$2,083.33.

One item to note on the contract is that it was requested that Government Relations indemnify the City, which they declined. A second request was made to list the insurance they carry as part of the contract as well, which was also denied, as Government Relations does not carry insurance. This is not meant to deter the Council from approving the agreement, but rather to inform you this information was requested, and was not put into the agreement.

Joyce was very highly recommended by the City of Woodstock and the McHenry County Council of Governments, both of whom Joyce provides services for. The Mayor and I met with Joyce as well prior to this contract being put on the agenda to discuss potential priorities as far as lobbying efforts are concerned. Staff would ask the Council to consider priorities as well, which can be further discussing during Monday's Council meeting. Priorities could include the following, in no particular order – water/sewer utility extensions to I-90, road repairs in town, or wastewater priorities (including potential work at the plant and maybe even an infiltration project.

If the Council is agreeable to the utilization of Government Relations for lobbying services, a motion to approve the attached agreement would be in order. Direction on priorities is requested as well, so as to give the Mayor, staff, and Joyce an idea of what to focus on. Joyce will be in attendance during Monday's Council meeting to answer any questions the Council may have.

Independent Contractor Agreement
Joyce A. Nardulli, Government Relations

Agreement is hereby made between the Joyce A. Nardulli, Government Relations and the City of Marengo, 132 Eat Prairie Street, Marengo, IL 60152 set forth below according to the following terms, conditions and provisions.

Independent and Minority Contractor is identified below as follows:

Joyce A. Nardulli, Government Relations, President

501 Mill Bank Ln

Springfield, IL 62704-1000

217.652.7688

Joyce.nardulli@gmail.com

Work to be performed:

Serve as a contract lobbyist for the City of Marengo for Illinois state government affairs. This work will include but is not limited to: helping the City of Marengo achieve their infrastructure and transportation upgrade goals by attaining the necessary state funding over the next few years; working with the City of Marengo to develop a strategic legislative plan including documentation and cost estimates for each project; developing supporting coalitions; meeting with appropriate Illinois agencies, legislative staff, legislators and governor's office to achieve Marengo's infrastructure and transportation goals; alerting the City's staff of needed actions i.e. testimony, position slips, legislative calls, etc.; guiding the City through the legislative process, meeting with legislative and government officials as needed; lobbying the House and Senate to support the City's infrastructure and transportation legislation and working with the Governor's office to gain their support.

Terms of Payment:

The City of Marengo shall pay Joyce A. Nardulli, Government Relations for a period July 1, 2018 through June 30, 2019 a total of \$25,000.00 through monthly payments of \$2,083.33.

Reimbursement of Expenses:

The City of Marengo shall only be liable for travel expenses incurred by Joyce A. Nardulli when travel is requested by the City of Marengo in writing (email is acceptable).

Fringe Benefits:

Because Joyce A. Nardulli, Government Relations is engaged in an independent business, the City of Marengo is not responsible to pay any employer pension, health or other fringe benefits. Meals that are in the course of City of Marengo business may be reimbursed if agreed beforehand in writing (email is acceptable) and if documentation is included in an invoice.

Notice of Liabilities:

Joyce A. Nardulli, Government Relations is responsible to pay income taxes, according to state and federal law as well as any other self-employment (social security tax) as may apply according to law. Worker's compensation insurance shall not be required for the City of Marengo to fulfill this contract.

Termination:

Either party has a right to terminate the Agreement, at any time, for any reason or for no reason at all.

Non-Waiver:

The failure of either party to exercise any of its rights under this agreement for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

Declaration of Independent Contractor:

Joyce A. Nardulli, Government Relations declares that all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement have been complied with according to law.

How Notices shall be given:

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by e-mail or by hand to that party or be certified mail, return receipt requested, to the party at the party's address herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Assignability:

This agreement may be assigned, in part, with a written agreement by both parties.

Choice of Law:

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Illinois.

Entire Agreement:

This is the entire agreement of the parties and cannot be changed or modified orally.

Amendments:

This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

By: _____

Joyce A. Nardulli, President and CEO

Date: _____

By: _____

Print name/title _____

Date: _____

JOYCE NARDULLI

501 Mill Bank Lane, Springfield, IL 62704 217.652.7688 joyce.nardulli@gmail.com

Profile: Dynamic, confident and outgoing with many years of quality experience/contacts in government; as legislative staff, as lobbyist for physicians and bankers, and as an active community member.

Employment:

Joyce Nardulli, Government Relations 3/1/13 to present

- Self-employed government relations specialist working on behalf of pharmaceutical, work verification software, and local government clients.

Illinois Bankers Association, V.P. Government Relations 12/03 – 2/13

- Managed the government relations program including state and federal government and fundraising for Illinois BANKPAC.
- Principally responsible for carrying out the IBA's state legislative and regulatory agenda.
- Major successes including rolling back two large tax increases on our industry in 2008; helping negotiate a settlement to a lawsuit against the state with a \$19.3 million refund for state-chartered banks and a 13.5% regulatory fee reduction in 2009; clarified the Interest Act on how commercial loans may be calculated on a year based on 360 days saving banks millions in potential law suits; stopped legislation aimed at banks over \$10 billion in assets that would have potentially cost them up to \$1250 per foreclosure action in Illinois.
- Coordinated annual Springfield Lobby Day and Washington Lobby Trip; gave speeches to local bankers across the state; wrote legislative position papers, e-newsletters, magazine articles, annual legislative reports, etc.

Illinois State Medical Society, Assistant V.P. State Legislative Affairs 4/91 – 11/03

- Represented the interests of 15,000 members of the ISMS before the General Assembly.
- Prepared legislative position papers and successfully lobbied the House and Senate on numerous highly charged issues.
- Gave numerous legislative updates to county medical societies
- Wrote campaign literature and helped elect "medicine friendly" candidates to the legislature.

Illinois House of Representatives, Issues Development Staff 4/84 – 4/91

- Prepared testimony, speeches, press releases and newsletters for Democratic members.
- Coordinated press conferences and cable TV programs for legislators.
- More than 2,000 news articles published including weekly and monthly legislative columns.
- Served as staff to the Conference of Women Legislators (COWL).

Education: University of Illinois at Springfield, Bachelor of Arts in Communication – 1984

Activities:

- University of Illinois at Springfield, Campus Alumni Advisory Board '98-'09 and 2010 present, Chair four years;
- University of Illinois Alumni Board 2000 – 2006
- UIAA Illinois Connections Advocacy Committee 2007 – present
- YMCA Springfield Board of Directors 2006 – 2011
- Secretary of State Lobbying Advisory Committee 2011 – present
- Governor's Commission on the Status of Women 1999 – 2003
- Business & Industry Federation of Economic Concerns (BIFEC) 2004 – present
- Springfield Commission on International Visitors, Board Member 2015 – present
- JKB Experiential Education Foundation, Board of Directors 2015 - present

JESSICA NARDULLI

jnardulli1@gmail.com • 217.415.6704 • 501 Mill Bank Lane, Springfield, IL 62704

- Education** **Southern Illinois University School of Law**, Carbondale, IL J.D., May 2013
Illinois Wesleyan University, Bloomington, IL B.A., May 2009
- Bar Admission** Illinois, November 2013
- Experience** **Nardulli Ryder, Government Relations, Partner** October 2013 – present
- Lobby members of the Illinois General Assembly and the Executive branch
 - Track legislation from introduction to bill signing
 - Attend conferences and present updates on government issues
 - Legislative Clients:
 - McHenry County Council of Governments
 - Village of Woodstock
 - Enterprise Rent-A-Car
 - Illinois State Employees Association – Retirees
 - Illinois Community College Trustees Association
 - Illinois Material and Lumber Dealers Association
 - Illinois Radiological Society
- Brown, Hay & Stephens, LLP, Associate** October 2015 - present
Areas of Practice: Government Relations, Juvenile Law, and Litigation
- Illinois House Staff, Tech Review Extern: Springfield IL** Spring 2013
- Assisted in reviewing and analyzing proposed legislation and relevant case law
 - Communicated complex legal information with lobbyists, legislators, staff, and constituents
 - Participated in and assist with committees of the Illinois House
- SIU Civil Practice Legal Clinic, Law Clerk: Carbondale, IL** Fall 2012
- Provided free legal services to citizens from the 13 southernmost counties of Illinois
 - Represented clients from intake through close in the following: wills, durable powers of attorney, divorces, petitions for and modification of guardianships, and landlord/tenant and creditor issues
 - Drafted a variety of court documents
- Attorney Registration and Disciplinary Commission, Law Clerk: Springfield, IL** Summer 2012
- Researched legal issues, wrote legal memorandums and inner-office memos, and drafted complaints
 - Performed investigative research and utilized my 711 license to conduct sworn statements
- Justice Carol Pope, Appellate Court, 4th District, Extern: Petersburg, IL** Summer 2011
- Drafted two Rule 23 orders: *People v. Burton*, No. 4-10-0725; and *People v. Myrick*, No. 4-10-0278
 - Created a presentation for *Courtroom in the Classroom* to be used by the Illinois Judges Association
- Attorney General, General Law Bureau, Extern: Springfield, IL** Summer 2011
- Wrote a responsive brief for a case in administrative review: *Mitchell v. IL Dept. of Agriculture*
 - Observed and assisted with many different types of court and pre-trial proceedings
- Illinois Senate Staff, Legislative Analyst: Springfield, IL** June 2009 to June 2010
- Analyzed legislation for the Local Government and Elections committees
 - Worked new legislation through the legislative process: kept senators informed, communicated with interest groups, seeing bills through committee and ultimately the Senate Floor
 - Created a database reflecting policy initiatives of a bipartisan IL Senate Taskforce

**Experience
(cont.)**

Humana, Government Relations, Intern: Springfield, IL
Illinois Farm Bureau, Legislative Affairs Intern: Bloomington, IL
Representative Daniel P. Brady, Intern: Bloomington, IL
Senator Richard J. Durbin, Intern: Washington D.C.

Summer 2009
Spring 2009
Summer 2008
Summer 2007

**Professional
Associations &
Memberships**

Illinois State Bar Association – Member
Sangamon County Bar Association – Board of Directors
Central Illinois Women’s Bar Association – Member
Business Industry Federation of Economic Concerns (BIFEC) – Member
Lincoln-Douglas Inn of Court – Associate Member
The Parent Place – Board of Directors, Secretary

7C

AGENDA SUPPLEMENT

TO: Mayor and City Council

FROM: Joshua Blakemore, City Administrator

FOR: July 9, 2018 City Council Meeting

**RE: Agreement with Nortillo Consulting Group (NCG) – Teresa Nortillo –
Economic Development Services**

After receiving two proposals for economic development services, the Mayor and I, along with Dianna Torman of Prairie Community Bank interviewed the two individuals. The group is recommending approval of an agreement with Nortillo Consulting Group, with Teresa Nortillo. Teresa's most recent bio and services agreement have been attached for your review.

The fee is \$55 per hour, not to exceed 10 hours per week, which would put the total cost around the \$25,000 that was budgeted for this line item. Exhibit A includes a scope of services and four specific tasks discussed with MCEDC and Teresa throughout the RFQ and interview process. Teresa will be in attendance during Monday's meeting, and can further explain how she plans to prioritize these tasks and what her first steps will be.

If the Council is in agreement with the agreement, then a motion to approve would be in order.



Professional Experience

Teresa is the President and CEO of Nortillo Consulting Group (NCG). Established in 2018, NCG is an economic development consulting firm specializing in labor market/workforce analysis, business attraction/retention, fiscal impact analysis, GASB 77 compliance, industrial cost modeling, and incentive negotiations; as well as specific real estate and land use needs for manufacturing, food processing, call center and logistics, warehouse/distribution projects.

Prior to forming NCG, Teresa was the Vice President of Business Development and Consulting with StateBook International where she developed the consulting practice focusing on site selection projects using the StateBook data platform. She continues to serve as an advisor to StateBook International on site selection projects.

From 2015 to 2016, Teresa was a manager in EY's Location Investment Services tax practice focusing primarily on corporate expansion/relocations, including discretionary credits and incentives on a multi-state basis. In this capacity, she assisted Fortune 500 companies with their direct and indirect tax needs and implemented economic development practices, including labor and commute patterns analysis.

From 2008—2015, she was the Business Recruitment Consultant for the Kansas Department of Commerce, Great Lakes Office which is comprised of a nine-state territory, where she managed and closed over \$1b in capital investment projects resulting in over 20,000 jobs.

In 1997- 2003, Teresa began her consulting career with Paragon Decision Resources, Inc. where she consulted with many communities on labor market and workforce analysis, target marketing, strategic planning, commuter patterns, business retention and expansion, and economic development marketing strategies.

From 1989 through 1991 she served as an economist with the US House of Representatives and the US Senate. During this time, she analysed federal tax and budget legislation on issues such as state and local financial conditions and the US health care system. She co-authored the 1991 Luxury Tax Impact Study which focused on job loss and retention.

Education and professional affiliations

Teresa is a graduate of Central Michigan University with a Master of Public Administration, with an emphasis in Public Finance. She is Co-chair of the MAEDC Competitive Conference and Site Selector Forum.



CONSULTANT AGREEMENT

This Consultant Agreement (the "Agreement") is made and entered into this July 9, 2018 (the "Effective Date") by and between the city of Marengo with its principal place of business located at 132 East Prairie Street, Marengo, IL 60152 (the "City") and Nortillo Consulting Group with its principal place of business located at 20 Dorchester Court, Hawthorn Woods, IL 60047 (the "Consultant") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the City provides local government administration and services;

WHEREAS, the Consultant has expertise in the area of economic development services;

WHEREAS, the City desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the City;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

(a) Engagement. The City hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.

(b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The City shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

(c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

(d) Representation and Warranty. Consultant represents and warrants to the City that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultant Period

(a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the earlier termination of this Agreement as provided in Article 2 (b) (the "Consultant Period").

(b) Termination. This Agreement may be terminated by the City, without cause and without liability, by giving thirty (30) calendar days written notice of such termination to the Consultant.

This Agreement may be terminated by either Party in the event of a material breach by the other Party. "Material breach" shall include:

- (i) any violation of the terms of Articles 1 (d), 3, 4, 5, 6, 9, 11 and 12,
- (ii) any other breach that a Party has failed to cure within thirty (30) calendar days after receipt of written notice by the other Party,
- (iii) the death or physical or mental incapacity of or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services,
- (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consultant Fee and Expenses

(a) Consultant Fee. In consideration of the Services to be rendered hereunder, the City shall pay Consultant a consultant fee of fifty-five dollars (\$55) for each hour of Services provided to the City payable at the time and pursuant to the procedures set forth in Exhibit A (the "Consultant Fee").

(b) Expenses. Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the City.

(c) Payment. The Consultant shall submit to the City a semi-monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within fifteen (15) calendar days after receipt thereof by the City.

4. Work Product and License

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

(b) Ownership. Consultant agrees to assign and does hereby assign to City all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the City and Consultant will not have any rights of any kind whatsoever in such Work Product. Consultant agrees, at the request and cost of City, to promptly sign, execute, make and do all such deeds, documents, acts and things as City may reasonably require or desire to perfect City's entire right, title, and interest in and to any Work Product. Consultant will not make any use of any of the Work Product in any manner whatsoever without the City's prior written consent. All Work Product shall be promptly communicated to City.

(c) License. In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and City is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or

other intellectual property rights, in connection with the Work Product in any manner that City deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

5. Confidential Information

(a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the City's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by City either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the City and was not acquired by the Consultant from the City under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the City, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the City.

(b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the City, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon City's earlier request, Consultant will deliver to City all of City's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

6. Interference with Business

(a) Non-Competition. During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the City without obtaining the prior written consent of the City.

(b) Non-Solicitation. Consultant agrees that for a period of one (1) year after termination of this Agreement, Consultant shall not:

- (i) divert or attempt to divert from the City any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or
- (ii) employ, solicit for employment, or recommend for employment any person employed by the City, during the Consultant Period and for a period of one (1) year thereafter.

7. Independent Contractor

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the City. The Consultant shall have no right to receive any employee benefits provided by the City to its employees. Consultant agrees to pay all taxes due in respect of the Consultant Fee and to indemnify the City in respect of any obligation that may be imposed on the City to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the City as its agent or to make commitments on behalf of the City.

8. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of ninety-days (90) calendar days, either Party shall have the right to terminate this Agreement upon thirty (30) calendar days' prior written notice to the other Party.

9. Assignment

The Services to be performed by Consultant hereunder are personal in nature, and City has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the City's prior written consent. Nothing in this Agreement shall prevent the assignment by the City of this Agreement or any right, duty or obligation hereunder to any third party.

10. Injunctive Relief

Consultant acknowledges that a violation of Article 5 or 6 would cause immediate and irreparable harm to the City for which money damages would be inadequate. Therefore, the City will be entitled to injunctive relief for Consultant's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the courts of Illinois.

12. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
[City of Marengo]

Signed for and on behalf of
Teresa A. Nortillo
President/CEO
Nortillo Consulting Group

By:
Name:
Title:

By:
Name:
Title:

Exhibit A

Scope of Services

The Economic Development and Consulting Services will be broken down into four separate tasks as outlined below.

Task One – Community Asset Inventory

Primary Goal: Identify best-fit industry targets desirable to the area in accordance with the vision of the City.

The first task will be to review and understand the current economic landscape of Marengo and the various site selection factors based on target industries, including labor market availability and quality. In doing so, we will analyze the City of Marengo's Economic Development Program, studies, and other reports to best advise the City.

We will work with the City and other consultants, particularly the City Engineer to determine and assess the cost of infrastructure in developing areas, inclusive of water, sewer electricity, gas, roads, information technology infrastructure (fiber) and storm water. We will review and update infrastructure capacity and location information for marketing and site selection purposes including power, gas, fiber, water, and sanitary sewer

Where appropriate we will complete an after-built assessment of economic development potential at various locations in the community.

Finally, the inventory assessment will help to determine best-fit industry targets based on recent and historical regional business location activity.

Task Two – Business retention and Stakeholder Relationships

Primary Goal: Develop a sustainable business retention and stakeholder strategy that strengthens relationships between existing businesses and stakeholders to help to cultivate organic economic growth

With the assistance and input from the City, we will develop a formal business retention strategy based on current methods including an electronic-based customer relationship management system. The data gathered from the business retention and stakeholder visits will inform the best-fit target industry, and supply chain end users.

Where appropriate, develop existing business meet and great events and other business-related social events can be developed to help foster relationship building.

Task Three – Targeted Marketing Strategy – ProspectREADY™ and LocationSPOTLIGHT™

Primary Goal: Generate interest in industrial, commercial and retail corridors throughout the City, specifically the 1-90 / Route 23 Corridor.

Using our proprietary ProspectREADY™ system, we will coordinate with City, utility providers, MCEDC, and DCEO on responses to Site and/or RFI Inquiries and prepare the city for site selection and end user visits. We will recommend and attend the appropriate conferences and end-user events.

Using our LocationSPOTLIGHT™ program, including our proprietary site selector database, we will coordinate, communicate and build relationships with brokers, developers and site selectors. We will coordinate all industrial, commercial and retail property listing information for marketing and distribution. The property listing information will be loaded on to a preferred sites and buildings database.

Task Four - General Community Marketing

Primary Goal: Create a line of marketing materials that are current and raise awareness on a local, regional, and national level of the development opportunities that exist in Marengo

Leveraging our LocationSPOTLIGHT™ program, we will:

- Prepare a community profile and other marketing documents and tools (both print and internet)
- Evaluate presence at ICSC, or similar events and assist in coordinating efforts and assist in the preparation of marketing materials for such events
- Identify key advertising opportunities — Newspaper, radio, real estate journals, etc. and assist in the preparation of marketing strategies

CONSULTANT FEES

Fees are based on an hourly billing rate of \$55/hour
(not to exceed 10 hours per week)

Pre-approved expenses will be the responsibility of the city of Marengo and will be billed separately

7d

AGENDA SUPPLEMENT

To: Mayor and City Council

From: Jennifer Snelten, Finance/H.R. Director

For: July 9, 2018 Regular City Council Meeting

Re: FY 2018/2019 Appropriation Ordinance and Certification of Estimated Revenue

Pursuant to State Statute, the City is required to hold a public hearing and adopt an Appropriations Ordinance and Certification of Estimated Revenue within the first quarter of the City's fiscal year. The Ordinance and Estimate of Revenue is then required to be published and filed with the County Clerk within 30 days of adoption.

A public hearing has been scheduled for July 9th at 7:00 p.m. to solicit public input and comment. Notice of the public hearing appeared in the Northwest Herald within the timeframe required by law on June 25, 2018.

The Appropriation Ordinance provides the legal authority to allocate funds for specific expenditures. It also establishes the City's legal spending limit for the fiscal year with the State of Illinois. The Appropriations Ordinance is based on the budget that was approved in April, but reflects increases to the line items (20% in most cases) in an attempt to cover unexpected increases in budgeted expenditures. The City's budget as approved in April remains the internal control and guideline for all expenditures.

Approval of the Appropriations Ordinance and Certification of Estimated Revenue is requested at the conclusion of the public hearing.

STATE OF ILLINOIS)
COUNTY OF MCHENRY) ss.
CITY OF MARENGO)

ORDINANCE 18-7-X

AN ORDINANCE MAKING THE APPROPRIATION
FOR CORPORATE PURPOSES FOR THE
FISCAL YEAR FROM MAY 1, 2018 TO APRIL 30, 2019

WHEREAS, 65 ILCS 5/8-2-9, provides for annual appropriation ordinances; and

WHEREAS, notice of hearing on said appropriation ordinance was duly published at least 10 days prior to the hearing on July 9, 2018,

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

Section 1. That the following identified revenues by fund and the sums of money, or as much thereof as may be authorized by law are appropriated for all corporate purposes for the City of Marengo, McHenry County, Illinois, for the fiscal year beginning the first day of May, 2018; and the objects and purposes for which said appropriations are made and the amounts appropriated for such purposes are as follows, the aggregate sum of which is thirteen million, eight hundred forty thousand, and one hundred eighty three dollars. (\$13,840,183).

Section 2. The unexpended balance of any item or items of General Appropriation made by this ordinance may be expended in making up the insufficiency in any item or items in the same General Appropriation and for the same purposes or any like appropriation.

Section 3. All unexpended balances from annual appropriations of previous years by and hereby are re-appropriated for the same or similar purposes as originally set forth.

Section 4. Notice is hereby given the public that the appropriation ordinance, as adopted, shall be available for public inspection at Marengo City Hall, 132 East Prairie Street, Marengo, Illinois, during regular business hours, which are generally between 8:00 a.m. and 4:30 p.m. Monday through Friday, exclusive of holidays. The entire appropriation ordinance shall be available for public review, and any individuals requiring special assistance for access or review of said document may contact Anna Leyrer, Deputy City Clerk, at 815-568-7112.

Section 5. In accordance with Public Act 83-881, which revises Section 162 of the "Revenue Act of 1939", the City Clerk shall file with the County Clerk within thirty (30) days of adoption a certified copy of this appropriation ordinance, as well as an estimate, certified by the Finance/H.R. Director, of revenues, by source, anticipated to be received by the City.

Section 6. This ordinance shall be known as the 2018-2019 Annual Appropriation Ordinance, and be designated as Ordinance 18-7-.

Section 7. Should any clause, sentence, paragraph, figure or part of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

Section 8. This ordinance shall be in full force and effect ten (10) days after its passage, approval and publication, according to the law.

Aldermen Elected and Qualified to Vote:

AYES:

NAYS:

ABSENT:

ABSTAINED:

APPROVED:

John Koziol, Mayor

(SEAL)

ATTEST:

Constance J. Boxleitner, City Clerk

PASSED:
APPROVED:
PUBLISHED:

**CITY OF MARENGO
ANNUAL APPROPRIATION ORDINANCE 2018 - 2019**

ACCT. NO.	DESCRIPTION	AMOUNT
	<u>GENERAL CORPORATE FUND APPROPRIATIONS</u>	
	<u>ADMINISTRATION DEPARTMENT</u>	
	<u>PERSONNEL</u>	
01-51-400.20	SALARY - FULL TIME	255,922
01-51-400.26	SALARY-ELECTED/APPOINTED OFFICIALS	58,272
01-51-400.61	SALARY - OVERTIME	1,800
01-51-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	55,653
01-51-403.06	I.M.R.F. - CITY SHARE	28,014
01-51-403.07	S.S./MEDICARE - CITY SHARE	24,174
01-51-408.00	LIABILITY INSURANCE	103,536
01-51-408.01	WORKER'S COMPENSATION INS	81,490
01-51-408.02	UNEMPLOYMENT INSURANCE	3,116
01-51-429.01	EXPENSES - CITY OFFICIALS	900
01-51-429.03	EXPENSES - PLANNING COMMISSION	600
01-51-430.00	TRAINING	3,600
01-51-435.05	SAFETY COMMITTEE INITIATIVES	10,440
01-51-443.00	DUES, MEMBERSHIPS	6,600
01-51-479.00	TRANSFER TO 27TH PAYROLL FUND	11,024
01-51-480.05	CITY ADMINISTRATOR EXPENSES	1,200
*TOTAL	PERSONNEL	646,341
	<u>EQUIPMENT, SUPPLIES & SERVICES</u>	
01-51-504.00	DIRECT DEPOSIT FEES	216
01-51-512.00	MAINTENANCE - EQUIPMENT	3,600
01-51-523.00	TELEPHONE	7,200
01-51-523.01	WEBSITE HOSTING & MAINTENANCE	3,600
01-51-529.04	EXPENSES - E.S.D.A.	2,730
01-51-531.00	SUBSCRIPTIONS	360
01-51-532.00	POSTAGE	4,200
01-51-533.00	LEGAL PRINTING, ADVERTISING	1,200
01-51-533.02	PRINTING - MISC.	6,000
01-51-533.03	FILING OF DOCUMENTS	1,200
01-51-565.01	SUPPLIES - OFFICE	6,000
01-51-580.00	MISC - CITY FUNCTION EXPENSE	300
01-51-580.03	MISC. - COMMUNITY FUNCTIONS	8,400
01-51-580.04	MISCELLANEOUS - CITY OFFICE	1,200
01-51-581.00	SALES TAX REBATE	70,200
01-51-588.00	CONTRACT PAYMENT	720
01-51-588.01	CONTRACT PAYMENT - PACE	9,178
01-51-594.00	NEW EQUIPMENT	9,600
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	135,904

CONTRACTED SERVICES

01-51-636.00	SERVICES - ENGINEERING	36,000
01-51-636.02	SERVICES - ENG./COMMUNITY DEV.	18,000
01-51-637.00	SERVICES - LEGAL	60,000
01-51-637.02	SERVICES - LEGAL - CB	6,000
01-51-637.03	SERVICES - LEGAL/COMMUNITY DEV	12,000
01-51-638.00	SERVICES - PROFESSIONAL - TIF	2,100
01-51-638.01	SERVICES - OTHER PROFESSIONAL	6,000
01-51-688.04	CONTRACT - UTILITY AUDIT	1,200
01-51-688.05	CONTRACT - ECONOMIC DEVELOPMENT	30,000
01-51-688.06	CONTRACT - LOBBYIST	30,000
*TOTAL	CONTRACTED SERVICES	201,300
**TOTAL	ADMINISTRATION DEPARTMENT	983,545

POLICE DEPARTMENT

PERSONNEL

01-52-400.00	SALARY - FULL TIME	113,623
01-52-400.02	SALARY - FULL TIME - SWORN	1,273,597
01-52-400.05	SALARY - PART TIME	27,914
01-52-400.61	SALARY - OVERTIME	600
01-52-400.62	SALARY - OVERTIME - SWORN	144,000
01-52-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	274,770
01-52-403.06	I.M.R.F. - CITY SHARE	12,416
01-52-403.07	S.S./MEDICARE - CITY SHARE	119,320
01-52-429.05	EXPENSES - FIRE & POLICE COMMISSION	7,200
01-52-430.00	TRAINING	25,200
01-52-443.00	DUES	2,760
01-52-469.00	UNIFORM ALLOWANCE	20,400
*TOTAL	PERSONNEL	2,021,800

EQUIPMENT, SUPPLIES & SERVICES

01-52-510.00	MAINTENANCE - BUILDING	18,000
01-52-511.00	MAINTENANCE - VEHICLES	1,200
01-52-512.00	MAINTENANCE - EQUIPMENT	9,600
01-52-523.00	TELEPHONE	21,600
01-52-524.00	COPIER	960
01-52-532.00	POSTAGE	1,440
01-52-545.00	ADMINISTRATIVE EXPENSES	2,400
01-52-565.02	SUPPLIES - OPERATING	12,000
01-52-566.00	GAS AND OIL	33,600
01-52-579.00	TRANSFER TO VEHICLE REPL FUND	32,400
01-52-594.00	NEW EQUIPMENT - VEHICLES	2,640
01-52-594.01	NEW EQUIPMENT - OTHER	9,600
01-52-594.02	BUILDING ADDITION PAYMENT	32,077
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	177,517

	<u>CONTRACTED SERVICES</u>	
01-52-637.00	SERVICES - LEGAL	48,000
01-52-637.01	SERVICES - LEGAL - CB	6,000
01-52-688.00	SERVICES - DISPATCH	139,200
*TOTAL	CONTRACTED SERVICES	193,200
**TOTAL	POLICE DEPARTMENT	2,392,517

STREET DEPARTMENT

PERSONNEL

01-53-400.05	SALARY - FULL TIME	341,040
01-53-400.61	SALARY - OVERTIME	30,000
01-53-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	89,472
01-53-403.06	I.M.R.F. - CITY SHARE	40,332
01-53-403.07	S.S./MEDICARE - CITY SHARE	28,385
01-53-430.00	TRAINING	1,200
01-53-438.02	PRE-EMPLOYMENT TESTING	300
01-53-469.00	UNIFORM ALLOWANCE	6,000
*TOTAL	PERSONNEL	536,729

EQUIPMENT, SUPPLIES & SERVICES

01-53-511.00	MAINTENANCE - VEHICLES	18,000
01-53-512.00	MAINTENANCE - EQUIPMENT	9,600
01-53-513.01	STREET SIGNS	3,000
01-53-514.00	SIDEWALKS - MAINTENANCE	6,000
01-53-523.00	TELEPHONE	4,800
01-53-525.00	NEW STORM SEWERS	2,400
01-53-527.00	STREET LIGHTING	93,600
01-53-527.01	STREET LIGHTS	4,200
01-53-528.00	RENTAL	300
01-53-532.00	POSTAGE	120
01-53-566.00	GAS, OIL, PETROLEUM PRODUCTS	15,600
01-53-567.00	SUPPLIES - MAINTENANCE	6,000
01-53-567.01	SUPPLIES - OFFICE	600
01-53-579.00	TRANSFER TO VEHICLE REPL FUND	66,000
01-53-593.00	SMALL TOOLS & EQUIPMENT	1,800
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	232,020

CONTRACTED SERVICES

01-53-636.00	SERVICES - ENGINEERING	1,200
01-53-638.01	SERVICES - OTHER PROFESSIONAL	3,600
*TOTAL	CONTRACTED SERVICES	4,800
**TOTAL	STREET DEPARTMENT	773,549

PUBLIC GROUNDS, WORKS & BEAUTIFICATION

PERSONNEL

01-54-400.10	SALARY - PART TIME	10,846
01-54-403.07	S.S./MEDICARE - CITY SHARE	829
*TOTAL	PERSONNEL	11,675

<u>EQUIPMENT, SUPPLIES & SERVICES</u>		
01-54-510.00	MAINTENANCE - BUILDINGS	2,400
01-54-512.00	MAINTENANCE - EQUIPMENT	3,600
01-54-515.00	MAINTENANCE - GROUNDS	3,600
01-54-516.00	MAINTENANCE - PARKING LOT	2,400
01-54-518.00	MAINTENANCE - ELEVATOR	3,600
01-54-526.03	UTILITIES - OTHER	8,400
01-54-567.00	SUPPLIES - MAINTENANCE	4,800
01-54-567.01	SUPPLIES - BEAUT/REFORESTATION	600
01-54-588.04	TREE TRIMMING & STUMP REMOVAL	18,000
01-54-588.07	FORESTRY EXPENSES	4,800
01-54-592.00	SPENCER PARK MAINTENANCE	2,400
01-54-593.00	SMALL TOOLS & EQUIPMENT	300
01-54-594.04	DOWNTOWN STREETSCAPING	324,400
01-54-594.06	LAND ACQUISITION	59,350
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	438,650

<u>CONTRACTED SERVICES</u>		
01-54-688.05	SERVICES - MOWING	54,000
01-54-688.07	SERVICES - PROFESSIONAL CLEANING	11,520
*TOTAL	CONTRACTED SERVICES	65,520
**TOTAL	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	515,845

<u>BUILDING DEPARTMENT</u>		
<u>PERSONNEL</u>		
01-55-400.25	SALARY - PART-TIME BLDG. DEPT.	17,842
01-55-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	100
01-55-403.07	S.S./MEDICARE - CITY SHARE	1,364
01-55-430.00	TRAINING	600
01-55-443.00	DUES, MEMBERSHIPS	240
01-55-469.00	UNIFORM ALLOWANCE	240
*TOTAL	PERSONNEL	20,386

<u>EQUIPMENT, SUPPLIES & SERVICES</u>		
01-55-512.00	MAINTENANCE - EQUIPMENT	240
01-55-523.00	TELEPHONE	2,640
01-55-529.00	EXPENSES	600
01-55-531.00	SUBSCRIPTIONS/BOOKS	240
01-55-532.00	POSTAGE	360
01-55-565.00	SUPPLIES	1,800
01-55-593.00	SMALL TOOLS & EQUIPMENT	120
01-55-594.00	NEW EQUIPMENT	600
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	6,600

	<u>CONTRACTED SERVICES</u>	
01-55-638.00	SERVICES - BLDG. INSPECTION	18,000
01-55-638.02	SERVICES - OTHER PROFESSIONAL	6,000
*TOTAL	CONTRACTED SERVICES	24,000
**TOTAL	BUILDING DEPARTMENT	50,986

	<u>RESERVES</u>	
	<u>EXPENSES</u>	
01-59-779.10	TRANSFER TO POLICE PENSION FUND	540,000
01-59-779.99	TRANSFER TO CEMETERY FUND	12,000
01-59-799.00	CONTINGENCY FUNDS	98,400
*TOTAL	EXPENSES	650,400
**TOTAL	RESERVES	650,400
***TOTAL	GENERAL CORPORATE FUND	5,366,842

	<u>AUDIT FUND APPROPRIATIONS</u>	
	<u>EXPENSES</u>	
02-00-735.00	SERVICES - ACCOUNTING	21,600
*TOTAL	EXPENSES	21,600
***TOTAL	AUDIT FUND	21,600

	<u>SINKING FUND - POLICE DEPT VEHICLES APPROPRIATIONS</u>	
	<u>POLICE DEPARTMENT</u>	
	<u>EXPENSES</u>	
05-52-794.00	NEW EQUIPMENT - VEHICLES	32,400
*TOTAL	EXPENSES	32,400
**TOTAL	POLICE DEPARTMENT	32,400
***TOTAL	SINKING FUND - POLICE DEPT VEHICLES	32,400

	<u>SINKING FUND - PUBLIC WORKS VEHICLES APPROPRIATIONS</u>	
	<u>STREET DEPARTMENT</u>	
	<u>EXPENSES</u>	
06-53-794.00	NEW EQUIPMENT - VEHICLES	120,000
*TOTAL	EXPENSES	120,000
**TOTAL	STREET DEPARTMENT	120,000
***TOTAL	SINKING FUND - PUBLIC WORKS VEHICLES	120,000

	<u>POLICE PENSION FUND APPROPRIATIONS</u>	
	<u>EXPENSES</u>	
10-00-707.00	PENSION BENEFITS EXPENSE	613,524
10-00-780.00	MANAGEMENT FEES	16,620
10-00-780.02	MISCELLANEOUS	15,300
10-00-780.04	ACTUARIAL FEES	4,680
*TOTAL	EXPENSES	650,124
***TOTAL	POLICE PENSION FUND	650,124

P.D. DRUG & ALCOHOL AWARENESS FUND APPROPRIATIONS

EXPENSES

18-00-780.00	DRUG & ALCOHOL AWARENESS/ENFORCE.	2,400
*TOTAL	EXPENSES	2,400
***TOTAL	P.D. DRUG & ALCOHOL AWARENESS FUND	2,400

POLICE DEPARTMENT DRUG FORFEITURE FUND APPROPRIATIONS

EXPENSES

19-00-780.00	DRUG ENFORCEMENT	10,800
*TOTAL	EXPENSES	10,800
***TOTAL	POLICE DEPARTMENT DRUG FORFEITURE FUND	10,800

MOTOR FUEL TAX FUND APPROPRIATIONS

EXPENSES

20-00-713.01	STREET PROGRAM	54,000
20-00-714.00	ROAD SAFETY MATERIALS	60,000
20-00-787.00	DEBT SERVICE PAYMENT	150,600
20-00-787.01	PROSPECT STREET SHORTAGE	42,000
*TOTAL	EXPENSES	306,600
***TOTAL	MOTOR FUEL TAX FUND	306,600

WATER AND SEWER FUND APPROPRIATIONS

RESERVES

EXPENSES

30-59-797.00	TRANSFER TO W/S VEHICLE REPL FUND	15,600
30-59-799.00	CONTINGENCY FUNDS	49,200
*TOTAL	EXPENSES	64,800
**TOTAL	RESERVES	64,800

WATER DEPARTMENT

PERSONNEL

30-70-400.10	SALARY - FULL TIME	222,839
30-70-400.61	SALARY - OVERTIME	30,000
30-70-403.00	HEALTH/LIFE INS - CITY SHARE	25,534
30-70-403.06	I.M.R.F. - CITY SHARE	27,307
30-70-403.07	S.S./MEDICARE - CITY SHARE	19,342
30-70-403.08	UNEMPLOYMENT PREMIUM	226
30-70-403.09	WORKERS COMP PREMIUM	4,021
30-70-430.02	TRAINING	1,800
30-70-438.02	PRE-EMPLOYMENT TESTING	300
30-70-443.00	DUES	960
30-70-469.00	UNIFORM ALLOWANCE	3,000
30-70-479.00	TRANSFER TO 27TH PAYROLL FUND	1,592
*TOTAL	PERSONNEL	336,921

<u>EQUIPMENT, SUPPLIES & SERVICES</u>		
30-70-510.00	MAINTENANCE - BLDGS.	2,400
30-70-511.00	MAINTENANCE - VEHICLES	1,800
30-70-512.00	MAINTENANCE - EQUIPMENT	4,800
30-70-523.00	TELEPHONE	4,200
30-70-526.00	UTILITIES	60,000
30-70-528.00	RENTAL	300
30-70-532.00	POSTAGE	3,000
30-70-565.01	SUPPLIES - OFFICE & LAB	4,800
30-70-565.02	MATERIALS AND SUPPLIES	54,000
30-70-566.00	GAS AND OIL	5,400
30-70-587.00	DEBT SERVICE PAYMENT	317,970
30-70-593.00	SMALL TOOLS & EQUIPMENT	2,400
30-70-594.10	REPLACEMENT METER/BATTERY	1,200
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	462,270

<u>CONTRACTED SERVICES</u>		
30-70-635.00	SERVICES - PROFESSIONAL	13,200
30-70-636.00	SERVICES - ENGINEERING	1,200
30-70-638.00	SERVICES - LAB ANALYSIS	7,200
*TOTAL	CONTRACTED SERVICES	21,600
**TOTAL	WATER DEPARTMENT	820,791

<u>SANITARY & WASTEWATER DEPARTMENT</u>		
<u>PERSONNEL</u>		
30-75-400.10	SALARY - FULL TIME	315,226
30-75-400.61	SALARY - OVERTIME	30,000
30-75-403.00	HEALTH/LIFE INS. - CITY SHARE	33,913
30-75-403.06	I.M.R.F. - CITY SHARE	37,284
30-75-403.07	S.S./MEDICARE - CITY SHARE	26,410
30-75-403.08	UNEMPLOYMENT PREMIUM	338
30-75-403.09	WORKERS COMP PREMIUM	9,472
30-75-430.00	TRAINING	2,400
30-75-443.00	DUES	240
30-75-469.00	UNIFORM ALLOWANCE	5,400
30-75-479.00	TRANSFER TO 27TH PAYROLL FUND	1,592
*TOTAL	PERSONNEL	462,275

<u>EQUIPMENT, SUPPLIES & SERVICES</u>		
30-75-511.00	MAINTENANCE - VEHICLES	3,600
30-75-511.01	MAINTENANCE - BUILDINGS	9,600
30-75-511.02	MAINTENANCE - EQUIPMENT	36,000
30-75-523.00	TELEPHONE	7,200
30-75-526.00	UTILITIES	156,000
30-75-528.00	RENTAL	300
30-75-532.00	POSTAGE	2,400
30-75-543.01	NPDES PERMIT	21,000
30-75-565.01	SUPPLIES - OFFICE	3,000

30-75-565.02	SUPPLIES - PLANT	3,000
30-75-565.06	MATERIALS AND SUPPLIES	38,400
30-75-566.00	GAS AND OIL	3,600
30-75-587.00	DEBT SERVICE PAYMENTS	344,216
30-75-593.00	SMALL TOOLS AND EQUIPMENT	1,200
30-75-594.01	NEW EQUIPMENT	26,138
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	655,654

CONTRACTED SERVICES

30-75-635.00	SERVICES - PROFESSIONAL	48,000
30-75-636.00	SERVICES - ENGINEERING	12,000
*TOTAL	CONTRACTED SERVICES	60,000
**TOTAL	SANITARY & WASTEWATER DEPARTMENT	1,177,929
***TOTAL	WATER AND SEWER FUND	2,063,520

WWTP EXPANSION FUND APPROPRIATIONS
EXPENSES

31-00-736.00	SERVICES - ENGINEERING	48,000
31-00-737.00	SERVICES - LEGAL	6,000
31-00-787.00	DEBT SERVICE PAYMENT	900,120
*TOTAL	EXPENSES	954,120
***TOTAL	WWTP EXPANSION FUND	954,120

2014 WATER IMPROVEMENT BONDS FUND APPROPRIATIONS
EXPENSES

34-00-736.00	SERVICES - ENGINEERING	43,266
34-00-795.37	CONSTRUCTION COSTS	2,138,982
34-00-795.75	WWTP PROJECTS	498,000
*TOTAL	EXPENSES	2,680,248
***TOTAL	2014 WATER IMPROVEMENT BONDS FUND	2,680,248

W&S CAPITAL CONSTRUCTION FUND APPROPRIATIONS
EXPENSES

37-00-712.70	MAINT-WATER UTILITY INFRASTRUCTURE	48,000
37-00-712.75	MAINT-SEWER UTILITY INFRASTRUCTURE	54,000
*TOTAL	EXPENSES	102,000
***TOTAL	W&S CAPITAL CONSTRUCTION FUND	102,000

CAPITAL IMPROVEMENTS - PROSPECT ST FUND APPROPRIATIONS
EXPENSES

40-00-795.37	CONSTRUCTION COSTS	647,819
*TOTAL	EXPENSES	647,819
***TOTAL	CAPITAL IMPROVEMENTS - PROSPECT ST FUND	647,819

CAPITAL IMPROVEMENTS FUND APPROPRIATIONS

EXPENSES

41-00-795.00	STREET PROGRAM	18,000
41-00-795.01	SIDEWALKS	18,000
*TOTAL	EXPENSES	36,000
***TOTAL	CAPITAL IMPROVEMENTS FUND	36,000

DEBT SERVICE FUND APPROPRIATIONS

2014 BONDS

EXPENSES

43-14-787.00	PRINCIPAL 2014 BONDS	468,000
43-14-787.01	INTEREST 2014 BONDS	167,940
43-14-787.02	PAYING AGENT FEES 2014 BONDS	570
*TOTAL	EXPENSES	636,510
**TOTAL	2014 BONDS	636,510
***TOTAL	DEBT SERVICE FUND	636,510

POLICE SQUAD ACQUISITION & MAINT. FUND APPROPRIATIONS

EXPENSES

48-00-711.00	MAINTENANCE - VEHICLES	9,000
*TOTAL	EXPENSES	9,000
***TOTAL	POLICE SQUAD ACQUISITION & MAINT. FUND	9,000

SPECIAL SERVICE AREA #2 FUND APPROPRIATIONS

EXPENSES

58-00-780.00	MISCELLANEOUS EXPENDITURES	6,000
*TOTAL	EXPENSES	6,000
***TOTAL	SPECIAL SERVICE AREA #2 FUND	6,000

DOWNTOWN TIF FUND APPROPRIATIONS

EXPENSES

59-00-780.00	MISCELLANEOUS TIF EXPENDITURES	21,600
*TOTAL	EXPENSES	21,600
***TOTAL	DOWNTOWN TIF FUND	21,600

EASTERN CORRIDOR TIF FUND APPROPRIATIONS

EXPENSES

61-00-780.00	MISCELLANEOUS TIF EXPENDITURES	66,000
61-00-780.01	INCREMENT SHARE TO TAXING BODIES	6,600
*TOTAL	EXPENSES	72,600
***TOTAL	EASTERN CORRIDOR TIF FUND	72,600

CEMETERY FUND APPROPRIATIONS

99-00-999.00	CEMETERY EXPENSES	100,000
***TOTAL	CEMETERY FUND	100,000

THE FOLLOWING IS A SUMMARY OF THE ITEMS HEREIN BEFORE APPROPRIATED

GENERAL CORPORATE FUND	
ADMINISTRATION DEPARTMENT	983,545
POLICE DEPARTMENT	2,392,517
STREET DEPARTMENT	773,549
PUBLIC GROUNDS, WORKS & BEAUTIFICATION	515,845
BUILDING DEPARTMENT	50,986
RESERVES	650,400
TOTAL GENERAL CORPORATE FUND	5,366,842
AUDIT FUND	21,600
27TH PAYROLL - SINKING FUND	0
POLICE VEHICLE REPLACEMENT - SINKING FUND	32,400
PUBLIC WORKS VEHICLE REPLACEMENT - SINKING FUND	120,000
RETIREMENT - SINKING FUND	0
INSURANCE FUND	0
POLICE PENSION FUND	650,124
COMMUNITY EVENTS FUND	0
POLICE DEPT. DRUG & ALCOHOL AWARE FUND	2,400
POLICE DEPT. DRUG FORFEITURE FUND	10,800
MOTOR FUEL TAX FUND	306,600
RETAINED PERSONNEL FUND	0
WATER & SEWER FUND	2,063,520
WWTP EXPANSION FUND	954,120
WATER/SEWER EQUIPMENT REPLACEMENT FUND	0
2014 WATER IMPROVEMENT BONDS FUND	2,680,248
WATER & SEWER CAPITAL CONSTRUCTION FUND	102,000
CAPITAL IMPROVEMENTS - PROSPECT ST FUND	647,819
CAPITAL IMPROVEMENTS FUND	36,000
DEBT SERVICE FUND	636,510
SUBDIVIDERS ESCROW FUND	0
POLICE SQUAD ACQUISITION AND MAINTENANCE FUND	9,000
SPECIAL SERVICE AREA #2 FUND	6,000
DOWNTOWN TIF FUND	21,600
NORTHSIDE REDEVELOPMENT TIF FUND	0
EASTERN CORRIDOR TIF FUND	72,600
REVOLVING LOAN FUND	0
CEMETERY FUND	100,000
GRAND TOTAL	13,840,183

**CITY OF MARENGO
MCHENRY COUNTY
ILLINOIS**

**CERTIFICATION OF ESTIMATED
REVENUE 2018 – 2019**

ALL FUNDS

CITY OF MARENGO
CERTIFICATION OF ESTIMATED REVENUE 2018 - 2019
IN ACCORDANCE WITH PUBLIC ACT 83-881

UNIT NAME: CITY OF MARENGO, MCHENRY COUNTY, ILLINOIS

ALL FUNDS

REVENUE ESTIMATE FOR FISCAL YEAR 2018-2019

GENERAL CORPORATE FUND

REVENUE

CASH ON HAND	1,300,967.05
1 PROPERTY TAX - CORPORATE	452,675.00
2 PROPERTY TAX - ESDA	2,278.00
3 PROPERTY TAX - STREET LIGHTING	50,825.00
4 PROPERTY TAX - IMRF	73,741.00
5 PROPERTY TAX - SOCIAL SECURITY	107,174.00
6 PROPERTY TAX - LIABILITY INSURANCE	62,243.00
7 PROPERTY TAX - UNEMPLOYMENT INS	5,623.00
8 PROPERTY TAX - WORKMAN'S COMP INS	71,529.00
9 PROPERTY TAX - ROAD & BRIDGE	88,230.00
10 PROPERTY TAX - POLICE PENSION FUND	300,348.00
11 PROPERTY TAX - POLICE PROTECTION	399,075.00
12 STATE USE TAX	201,142.00
13 STATE SALES TAX	680,000.00
14 STATE INCOME TAX	732,678.00
15 STATE VIDEO GAMING TAX	93,000.00
16 UTILITY TAX - ELECTRICITY	250,000.00
17 UTILITY TAX - GAS	85,000.00
18 UTILITY TAX - TELEPHONE	160,000.00
19 PLANNING COMMISSION APPLICATION FEE	4,000.00
20 DEVELOPMENT FEES	1,000.00
21 NEW CITY HALL FUND CONTRIBUTION	1,000.00
22 RECREATION FUND CONTRIBUTION	400
23 STATE REPLACEMENT TAX	38,000.00
24 MARENGO TOWNSHIP ROAD & BRIDGE	7,500.00
25 LIQUOR LICENSES	36,450.00
26 VENDING MACHINES & GAMES	3,500.00
27 CABLE TV FRANCHISE/TOWER RENT	74,000.00
28 VIDEO SERVICE FRANCHISE FEES	7,500.00
29 SCAVENGER LICENSES	1,400.00
30 PERMITS - BUILDING	40,000.00
31 PERMITS - OTHER	200
32 PERMITS - VEHICLE	55,000.00
33 COURT FINES	55,000.00
34 PARKING FINES	4,000.00

35 OTHER FINES-PROSECUTION FEES	6,000.00
36 DRUG FINES	600
37 MUNICIPAL ORDINANCE FINES	4,000.00
38 ADM PROCESSING FEES	1,000.00
39 SECURITY ALARMS	100
40 INTEREST	1,600.00
41 POLICE DEPARTMENT GRANT REVENUE	1,000.00
42 GRANT REVENUE	8,728.00
43 DETAIL OFFICER PAY REIMBURSEMENT	1,300.00
44 FIRE & POLICE COMMISSION REVENUE	3,000.00
45 DONATIONS - COMMUNITY EVENTS	6,000.00
46 MISC. RECEIPTS	5,000.00
47 SURPLUS PROPERTY PROCEEDS	15,000.00
48 UNCLAIMED EVIDENCE PROCEEDS	500
49 FINGERPRINT FEES	500
50 IMPOUND FEES	500
*TOTAL REVENUE	5,500,306.05
**TOTAL GENERAL CORPORATE FUND	5,500,306.05

AUDIT FUND

REVENUE

CASH ON HAND	-572.83
1 PROPERTY TAX - AUDIT	22,172.83
*TOTAL REVENUE	21,600.00
**TOTAL AUDIT FUND	21,600.00

SINKING FUND - 27TH PAYROLL

REVENUE

CASH ON HAND	22,823.00
1 TRANSFER FROM GENERAL FUND	9,187.00
2 TRANSFER FROM WATER/SEWER FUND	2,655.00
*TOTAL REVENUE	34,665.00
**TOTAL SINKING FUND - 27TH PAYROLL	34,665.00

SINKING FUND - POLICE DEPT VEHICLES

REVENUE

CASH ON HAND	-388.68
1 TRANSFER FROM GENERAL FUND	32,788.68
*TOTAL REVENUE	32,400.00
**TOTAL SINKING FUND - POLICE DEPT VEHICLES	32,400.00

SINKING FUND - PUBLIC WORKS VEHICLES

REVENUE

CASH ON HAND	55,346.00
1 TRANSFER FROM GENERAL FUND	64,654.00
*TOTAL REVENUE	120,000.00
**TOTAL SINKING FUND - PUBLIC WORKS VEHICLES	120,000.00

POLICE PENSION FUND

REVENUE

	CASH ON HAND	5,416,629.05
	1 PROPERTY TAX - POLICE PENSION	305,540.00
	2 INTEREST	84,000.00
	3 GNMA RECEIPTS	130,000.00
	4 TRANSFER OF EMPLOYEE CONTRIBUTIONS	101,596.00
	5 TRANSFER FROM GENERAL FUND	150,000.00
*TOTAL	REVENUE	6,187,765.05
**TOTAL	POLICE PENSION FUND	6,187,765.05

P.D. DRUG & ALCOHOL AWARENESS FUND

REVENUE

	CASH ON HAND	8,870.50
	1 MISC. RECEIPTS	500
*TOTAL	REVENUE	9,370.50
**TOTAL	P.D. DRUG & ALCOHOL AWARENESS FUND	9,370.50

POLICE DEPARTMENT DRUG FORFEITURE FUND

REVENUE

	CASH ON HAND	26,058.89
	1 INTEREST	10
	2 MISC. RECEIPTS	500
*TOTAL	REVENUE	26,568.89
**TOTAL	POLICE DEPARTMENT DRUG FORFEITURE FUND	26,568.89

MOTOR FUEL TAX FUND

REVENUE

	CASH ON HAND	194,169.03
	1 STATE PAYMENT	196,936.00
	2 INTEREST	600
	3 INTEREST REBATE - 2010 BONDS	20,289.00
*TOTAL	REVENUE	411,994.03
**TOTAL	MOTOR FUEL TAX FUND	411,994.03

WATER AND SEWER FUND

WATER REVENUE

	CASH ON HAND	220,743.83
	1 SUPPLY & DISTRIBUTION	505,000.00
	2 DEBT SERVICE	338,000.00
	3 CONNECTIONS	5,000.00
	4 METER SALES	2,000.00
	5 INTEREST	500
	6 MISC. RECEIPTS	2,500.00
*TOTAL	WATER REVENUE	1,073,743.83

SANITARY/WASTEWATER REVENUE

	<u>CASH ON HAND</u>	220,743.83
	1 COLLECTION & TREATMENT	635,000.00
	2 DEBT SERVICE	227,000.00
	3 CONNECTIONS	5,000.00
	4 METER SALES	2,000.00
	5 MISC. RECEIPTS	2,000.00
*TOTAL	SANITARY/WASTEWATER REVENUE	1,091,743.83
**TOTAL	WATER AND SEWER FUND	2,165,487.66

WWTP EXPANSION FUND

	<u>REVENUE</u>	
	CASH ON HAND	466,118.87
	1 COLLECTION & TREATMENT	703,010.00
	2 DEBT SERVICE	27,701.00
*TOTAL	REVENUE	1,196,829.87
**TOTAL	WWTP EXPANSION FUND	1,196,829.87

WATER/SEWER EQUIPMENT REPLACEMENT FUND

	<u>REVENUE</u>	
	CASH ON HAND	52,000.00
	1 W/S VEHICLE REPL ANNUAL TRANSFER	13,000.00
*TOTAL	REVENUE	65,000.00
**TOTAL	WATER/SEWER EQUIPMENT REPLACEMENT FUND	65,000.00

2014 WATER IMPROVEMENT BONDS FUND

	<u>REVENUE</u>	
	CASH ON HAND	2,228,443.74
	1 INTEREST	5,000.00
	2 MISC REVENUE	446,804.26
*TOTAL	REVENUE	2,680,248.00
**TOTAL	2014 WATER IMPROVEMENT BONDS FUND	2,680,248.00

W&S CAPITAL CONSTRUCTION FUND

	<u>REVENUE</u>	
	CASH ON HAND	240,095.07
	1 CONNECTIONS - WATER	30,000.00
	2 INTEREST	500
*TOTAL	REVENUE	270,595.07
**TOTAL	W&S CAPITAL CONSTRUCTION FUND	270,595.07

CAPITAL IMPROVEMENTS - PROSPECT ST FUND

	<u>REVENUE</u>	
	CASH ON HAND	239,844.94
	1 INTEREST	500
	2 PROCEEDS FROM LOAN	407,474.06
*TOTAL	REVENUE	647,819.00

**TOTAL	CAPITAL IMPROVEMENTS - PROSPECT ST FUND	647,819.00
	<u>CAPITAL IMPROVEMENTS FUND</u>	
	<u>REVENUE</u>	
	CASH ON HAND	129,158.34
	1 INTEREST	130
	2 GRAVEL PIT TIPPING FEES	10,000.00
*TOTAL	REVENUE	139,288.34
**TOTAL	CAPITAL IMPROVEMENTS FUND	139,288.34
	<u>DEBT SERVICE FUND</u>	
	<u>REVENUE</u>	
	CASH ON HAND	678,331.25
	1 INTEREST	2,300.00
	2 TRANSFER FROM WATER & SEWER	529,950.00
*TOTAL	REVENUE	1,210,581.25
**TOTAL	DEBT SERVICE FUND	1,210,581.25
	<u>POLICE SQUAD ACQUISITION & MAINT. FUND</u>	
	<u>REVENUE</u>	
	CASH ON HAND	54.11
	1 INTEREST	2
	2 COURT SUPERVISION FEES	8,943.89
*TOTAL	REVENUE	9,000.00
**TOTAL	POLICE SQUAD ACQUISITION & MAINT. FUND	9,000.00
	<u>SPECIAL SERVICE AREA #2 FUND</u>	
	<u>REVENUE</u>	
	CASH ON HAND	18,226.14
	1 INTEREST	10
*TOTAL	REVENUE	18,236.14
**TOTAL	SPECIAL SERVICE AREA #2 FUND	18,236.14
	<u>DOWTOWN TIF FUND</u>	
	<u>REVENUE</u>	
	CASH ON HAND	16,647.98
	1 PROPERTY TAX - TIF	4,937.02
	2 INTEREST	15
*TOTAL	REVENUE	21,600.00
**TOTAL	DOWTOWN TIF FUND	21,600.00
	<u>EASTERN CORRIDOR TIF FUND</u>	
	<u>REVENUE</u>	
	CASH ON HAND	82,358.24
	1 PROPERTY TAX - TIF	55,000.00
	2 INTEREST	30
*TOTAL	REVENUE	137,388.24

**TOTAL	EASTERN CORRIDOR TIF FUND	137,388.24
	<u>CEMETERY FUND</u>	
	<u>REVENUE</u>	
	CASH ON HAND	650,255.96
	1 PROPERTY TAX - CEMETERY	10,000.00
*TOTAL	REVENUE	660,255.96
**TOTAL	CEMETERY FUND	660,255.96
	GRAND TOTAL	21,566,999.05

CERTIFICATION

Jennifer A. Snelten, Finance/H.R. Director

DATED:

7E

AGENDA SUPPLEMENT

TO: Mayor and City Council

FROM: Joshua Blakemore, City Administrator

FOR: July 9, 2018 City Council Meeting

RE: **An Ordinance Amending Chapter 6, Streets, Sidewalks, and Public Ways; Amending Chapter 38, Construction of Utility Facilities in the Right of Way; and Providing for the Regulation and Application for Small Wireless Facilities in the City of Marengo**

Attached for your review, in addition the information previously provided, is memo from Ruth Schlossberg responding to the questions discussed on the small cell ordinance during the previous Council meeting. Hopefully this addresses all of the questions raised at the last meeting. Ruth is not planning to attend, unless you have other outstanding questions that need to be addressed. If anyone would still prefer Ruth attend, contact me or Attorney McArdle as soon as possible.

LAW OFFICES
ZUKOWSKI, ROGERS, FLOOD & McARDLE
50 VIRGINIA STREET
CRYSTAL LAKE, ILLINOIS 60014

RUTH A. SCHLOSSBERG
rschlossberg@zrfmlaw.com

(815)459-2050
FAX (815)459-9057
www.zrfmlaw.com

June 27, 2018

VIA EMAIL: jblakemore@cityofmarengo.com

Josh Blakemore, Administrator
CITY OF MARENGO
132 E. Prairie Street
Marengo, IL 60152

RE: Small Cell Questions

Dear Josh:

Thanks for speaking with me today about the City Council's questions regarding the new small cell facility regulation. As we discussed, the new legislation takes away a great deal of municipal discretion, but the model ordinance and the sample pole attachment agreement we have provided to you do protect some City rights. As promised, here are my brief answers to your questions.

1. Can the City be more restrictive including removal of abandoned cells; limiting number of cells on poles/arrangement on poles/appearance in general?

Regarding removal, Section K of the ordinance that we have provided to you addresses abandonment of facilities that have not operated continuously for 12 months. Such facilities must be removed by the provider within 90 days of notice from the City. If they fail to remove the facility, the City may do so. The Pole Attachment Agreement includes similar provisions and also requires the licensee to deposit a \$10,000 bond for each facility to guarantee the safe and efficient removal and restoration if the provider has not removed equipment within 30 days after rental payments have ended (although we recommend following the 90-day notice provisions prior to removal).

Regarding limiting the number of cells and their arrangement on poles, the Act was also relatively restrictive. The short answer is that if it is physically and safely possible (that is, if the applicant otherwise matches the conditions of the ordinance and does not interfere with other uses), the City will be required to accept the facilities and may not necessarily regulate their placement or the number on the poles. The ordinance does give you some control and limitations if the City has properly reserved space on a pole for a public safety use. The ordinance also allows the City to suggest alternative locations within a defined distance of proposed new poles, but if the applicant can show a technical reason why that other location will not work, then the City will likely not be able to stop the placement as long as the other application conditions can be met.

ZUKOWSKI, ROGERS, FLOOD & McARDLE

Mr. Josh Blakemore

June 27, 2018

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Regarding appearance, the City does retain some, limited control, most of which you will find in the ordinance in section F.6. These include rules about screening for equipment installed at grade, some design standards related to color and stealth to make the facilities less visible, and rules about covering wires and cabling. These could be modified by the City somewhat because they are not fully mandated by statute, but they must be applied in a non-discriminatory manner to all providers. The City also must allow applicants to use the Right-of-Way ordinance administrative variance procedure if an applicant seeks any exception to those regulations.

2. Do we regulate cells attached to nearby buildings or the City Hall building?

The new Small Wireless Facilities Deployment Act (and your new ordinance) regulates the rates for use of your utility poles in your right of way. They do not fix the rates for your utility poles out of your right of way, but they do require that you charge non-discriminatory rates and fees for applicants to use those facilities. This means you must charge the same rate for all applicants for those poles outside of your right of way. The Act applies only to utility poles; it does not cover City owned buildings or water towers which you may continue to manage as you have in the past.

3. How does annual billing work when the company changes hands and we cannot find a successor; what rights do we have if company fails to pay; can we remove cells?

Section K of the Ordinance and Section 10 of the proposed pole attachment agreement require the wireless provider to give written notice to the City if it sells or transfers its small wireless facilities. Such notice must include the name and contact information of the new wireless provider. As a more practical matter, if the City continues to receive rent, you will know who the rent is coming from, and if the rent ceases, you will know whether to start trying to track down a successor entity if you have not received the required notice. If all else fails, you will have the rights I mentioned above including a bond for removal cost if the facility appears to be abandoned and if notice has gone unanswered. Naturally, you will want be careful to ensure a facility is not abandoned prior to any proposed removal. Resources permitting, it may make sense to annually audit your list of pole attachments and ensure that payments are still being made for each one.

During our discussion today, we also agreed that at some point prior to processing your first applicant, the City Council should consider approving the draft model pole attachment agreement and authorize its use for all small cell facilities applicants seeking

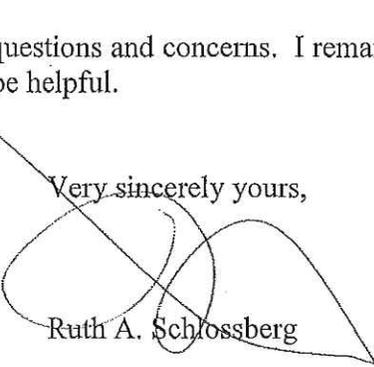
ZUKOWSKI, ROGERS, FLOOD & McARDLE

Mr. Josh Blakemore
June 27, 2018
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to use City poles. I recommend that such approval require that it be only "substantially similar in form and content" to the model and that the final version of the agreement be subject to approval by the City Attorney or City Administrator. While you will need to use a substantially identical pole attachment agreement with each applicant, the format and any special conditions for each pole - such as any special safety, structural or design considerations related to that pole - may be modified for each use if circumstances require that.

I hope that this addresses the Council's questions and concerns. I remain happy to attend your upcoming meeting if you believe it would be helpful.

Very sincerely yours,



Ruth A. Schlossberg

RAS:dg

David W. McArdle (*via email*)

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#7h

AGENDA SUPPLEMENT

TO: Mayor and City Council

FROM: Joshua Blakemore, City Administrator

FOR: June 25, 2018 City Council Meeting

RE: **An Ordinance Amending Chapter 6, Streets, Sidewalks, and Public Ways; Amending Chapter 38, Construction of Utility Facilities in the Right of Way; and Providing for the Regulation and Application for Small Wireless Facilities in the City of Marengo**

Attached for your reference is a packet from the ZRF&M with information and a draft ordinance regarding the regulation of "small cell" wireless facilities. The State recently enacted a new statute allowing small cell facilities to be placed in municipal rights-of-way. The City Attorney and the Illinois Municipal League have recommended that municipalities adopt an ordinance regulating these types of facilities. For all practical purposes, this legislation was written by telecommunications companies and cities are very limited as to what regulations can be put in place on these facilities.

Attached is the following:

- A letter from the City Attorney's office regarding these regulations and what limitations municipalities have as far as what ordinances can be put in place governing small cell technologies, including limits on fees.
- An ordinance enacting regulations for the City of Marengo on these devices, as is allowed by state statute.
- A model application or a permit to place a small cell device.
- A model master pole agreement.
- A frequently asked question sheet from the IML on small wireless facilities.
- Sample pictures of what a typical "small cell" may look like. They are typically attachments to power poles, sometimes an extra 10 feet, or more, above the power pole.

Cities have until the end of July to enact regulations on "small cell" devices, but as you can see from the City Attorney's packet, it is mostly dictated by the state statute. This item is being placed on the agenda for approval. Ruth Schlossberg, the Attorney most familiar with the matter, could attend the July 9th Council meeting if there are several questions on the matter, however, as you can see, cities are rather limited as far as what can be enacted locally.

LAW OFFICES
ZUKOWSKI, ROGERS, FLOOD & McARDLE
50 VIRGINIA STREET
CRYSTAL LAKE, ILLINOIS 60014

RUTH A. SCHLOSSBERG
rschlossberg@zrfmlaw.com

(815)459-2050
FAX (815)459-9057
www.zrfmlaw.com

June 18, 2018

VIA EMAIL: jblakemore@cityofmarengo.com

Josh Blakemore, Administrator
CITY OF MARENGO
132 E. Prairie Street
Marengo, IL 60152

RE: Small Wireless Facilities

Dear Josh:

As you know, the new Small Wireless Facilities Deployment Act (Public Act 100-0585)(the "Act") became effective June 1st of this year. The new Act makes small cell devices a permitted use both in municipal rights-of-way and in exclusively commercial and industrial districts, although it does not fully preempt zoning in other zoning classifications. The Act also sets time limits and sets procedures that municipalities must follow when applications for small cell placements in these districts are received, and it requires municipalities to accept small cell devices on their municipally-owned poles in the right of way as well as on privately held poles in these districts.

The Act establishes maximum fees that can be charged both for each application and for the actual use of municipally-owned poles. The Act does not permit municipalities to recover costs in excess of the application fee amount regardless of the cost to process any application. Small Cell applications can be denied only if certain specific terms or conditions have not been met.

The Act gives Municipalities until the end of July to adopt ordinances implementing the provisions of that Act, and the IML has drafted a model "Small Cell Ordinance" to help its members implement the requirements of the Act. This model ordinance was drafted with input from many groups and individuals as well as from members of the telecommunications industry. As a result, future small cell facility applicants should be relatively familiar with the provisions of the new ordinance.

Most of the provisions of the model ordinance are mandated by state law, but we have adapted the ordinance for your consideration and use with those modifications that are permitted by the Act. The new Small Cell Ordinance will be added as a new section of your existing code provisions for Utility Construction in the Right of Way (often referred to as the "Right of Way Ordinance"). The Small Cell Ordinance also modifies provisions of your Right of Way Ordinance to specifically reference these special requirements for small wireless facilities. Here are the other primary changes we have made to the model ordinance to adapt it for your use along with our comments on related issues associated with implementing the new Act.

ZUKOWSKI, ROGERS, FLOOD & McARDLE

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Repeal of Earlier Right of Way Ordinance: In the course of reviewing your code, we found that the provisions of Section 6.25 of your code contained an earlier version of a right of way ordinance that was largely pre-empted by the later-passed right of way ordinance contained in Chapter 38. Accordingly, we have proposed deleting Section 6.25. However, there is one provision in 6.25 relating to gas pipes that is not contained in the newer Chapter 38, so we have included an amendment adding that to existing Chapter 38. If you have any concerns about deleting Section 6.25, please let us know.

Design Standards: The Act allows municipalities to require applicants to comply with "written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment, and aesthetic requirements that are identified...in an ordinance, written policy adopted by the governing board of the authority, a comprehensive plan, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district....". There are many options and models for design standards, but in this draft ordinance we have provided some relatively simple design standards. If you have any specific concerns about design standards in historic districts, we should address those here as well.

Variations for Height for New Poles, Spacing for Ground Mounted Equipment and Undergrounding: The Act permits authorities to limit the maximum height of small wireless facilities to ten feet above the utility pole (or support structure) on which it is co-located. For new or replacement pole applications, the Act sets height limits of the higher of either 10 feet above the tallest existing utility pole in the same right of way within 300 feet (excepting any utility pole supporting only wireless facilities) or 45 feet above ground level. However, the Act also contemplates that wireless providers should be able to request exceptions or variances to these new pole height limits and that such exceptions or variances may not be prohibited.

Because your existing Right of Way Ordinance already includes an administrative variance process for other right of way matters, this draft proposes using the variation procedure in the Right of Way Ordinance to consider pole height requests. This is an administrative procedure that avoids the necessity for a public hearing for requests for height exceptions and allows you a chance to discuss possible changes and adjustments directly with an applicant so that you can negotiate reasonable accommodations and changes as conditions of any grant of variance. If you would like to discuss the possible advantages and disadvantages of putting this through the zoning process instead, please let us know.

Similarly, the Act permits municipalities to impose requirements related to the spacing requirements of ground-mounted equipment in the right of way and undergrounding, but it must be subject to some type of process for requesting exceptions or variances. The existing Right of Way Ordinance contains some very general language in both regards. If you prefer to impose the more detailed provisions, please let us know as this will require further modification of the ordinance.

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Public Safety Requirements: While the Act permits municipalities to deny applications if they would interfere with reserved public safety space on existing facilities in the right of way, to defend any claim that the space on a pole needs to be reserved, it may be necessary to demonstrate that there is a plan for such a future public safety use and that collocation of a facility cannot be reasonably accommodated on that pole. Therefore, if you have any concerns about future use of municipal facilities for public safety purposes, you should be sure you have a documented and reasonably defensible basis for asserting those concerns to applicants.

Application Fees: The Act establishes maximum application fee amounts that may be imposed, and this ordinance codifies those maximum fee amounts. The Act does not permit municipalities to collect any other administrative or professional costs associated with reviews of small cell applications.

Pole Licensing Fees and License Form: The Act also imposes a defined fee for licensing of municipal poles that may be charged to small cell users of municipal facilities. If applicants otherwise meet the requirements of this ordinance, you will be required to accept their requests to use your poles in your right of way to collocate small wireless facilities, but you will be permitted to charge an annual, recurring, non-discriminatory fee. The Act sets that fee at either \$200 per year or "the actual, direct, and reasonable costs related to the wireless provider's use of the space." We have used the default "\$200 per year" fee in this draft ordinance. Municipalities will also have to treat requests for collocation on your municipally-owned utility poles outside of the right of way in a non-discriminatory manner, but the rates are not defined by the new statute.

Pole Licensing Agreement: Because you will be required to permit most small cell applicants to use your utility poles, the IML also has created a Model Master Pole Attachment Agreement. While most of the rights and responsibilities of small cell providers using your poles already are contained in the Act and the ordinance, the Act permits you to require a license for use of your poles. It may be useful to use the model license to spell out individual conditions for each individual pole as appropriate under the Act. Please let us know if you need any assistance modifying or customizing this model agreement for your use.

Zoning Code Changes: By making small cell facilities permitted uses in public rights of way and in exclusively commercial and industrial districts, the Act effectively makes a change to your zoning code for these districts and preempts some of your zoning rules including some of those related to aerials, antennas and towers. However, because time is of the essence in passing this small cell ordinance and because state law pre-empts your zoning code in this regard in any event, our current recommendation is that you get this new ordinance passed first. The next time you consider a zoning matter and are holding a zoning hearing, we can review your zoning code together to determine if any further clean-up is warranted.

Model Application Form: The IML has prepared a sample permit application that you can use for small cell applicants. We had asked that they include certain certifications of compliance and

ZUKOWSKI, ROGERS, FLOOD & McARDLE

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June 18, 2018

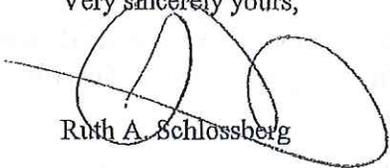
a checklist of the material that applicants will need to submit with the application, and they have done so. We hope the application form will facilitate your processing of applications under the Act and the new ordinance. If you need any assistance customizing this Application Form, please let us know.

Frequently Asked Questions: The IML has prepared an FAQ form that you may find useful to review in expectation of receipt of applications under this new ordinance.

Press Release: The IML has prepared a sample press release that you can use to let your community know that they may be seeing these facilities installed in their neighborhoods. If you need any assistance further customizing this release or have questions about its contents and potential modifications, please let us know.

I hope you will let me know if you have any questions about this proposed ordinance and accompanying documents from the IML or if you wish to discuss how any of its provisions will apply to you. Otherwise, if this ordinance meets with your approval, you should plan to have it adopted before the end of July.

Very sincerely yours,



Ruth A. Schlossberg

RAS:dg

cc: John Koziol, Mayor (via email: mayor@cityofmarengo.com)
Howard Moser, Public Works (via email: hmoser@cityofmarengo.com)
David W. McArdle (via email)

Attachments: Draft Small Cell Facilities Ordinance
Copy of IML Small Wireless Facilities FAQ Form
Copy of the IML Model Press Release
Copy of the IML Model Master Pole Attachment Agreement
Copy of the IML Model Small Wireless Facilities Permit Application

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ORDINANCE 18-_____-_____

An Ordinance Amending Chapter 6, Streets, Sidewalks and Public Ways; Amending Chapter 38, Construction of Utility Facilities in the Right of Way; and Providing for the Regulation of and Application for Small Wireless Facilities in the City of Marengo

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the "Act"), which became effective on June 1, 2018;

WHEREAS, the City is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with State and federal law;

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities; and

WHEREAS, the City Council desires to amend the provisions of the Marengo City Code regarding Construction of Utility Facilities in the Rights of Way.

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

SECTION 1: Repeal Section 6.25, Utilities in Right-of-Way, of Chapter 6, Streets, Sidewalks and Public Ways.

SECTION 2: Section 38.04, **Permit Required**; Application and Fees, paragraph D, Supplemental Application Requirements for Specific Types of Utilities, shall be amended to add the following:

6. With regard to installation of Small Cell Antennas or Towers to be attached to new or existing utility poles or structures, the provisions of Section 38.04 of the City Code shall also apply and, in the event of any conflict with the provisions of this Section 38.04, the provisions in Section 38-17 shall control.

SECTION 2: A new Section **38-17** shall be added to read, *Small Cell Ordinance*, in the form and substance attached hereto as Exhibit A, renumbering the sections thereafter.

SECTION 3: Former Section 38.20, renumbered as 38.21, Maintenance and Emergency Maintenance, is amended, to add a paragraph D, as follows:

D. Gas Pipes. Any person or company maintaining any gas pipes in the City shall keep such pipes free from leaks so that no injury shall be done thereby to any person or property.

SECTION 4: The Table of Contents for Chapter 38 shall be amended as follows:

* * *

- 38.17 Small Cell Ordinance
- 38.18 Vegetation Control
- 38.19 Removal, Relocation or Modifications of Utility Facilities
- 38.20 Clean-Up and Restoration
- 38.21 Maintenance and Emergency Maintenance
- 38.22 Variances
- 38.23 Penalties
- 38.24 Enforcement

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:
 Voting Nay:
 Absent:
 Abstain:

APPROVED:

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

 Mayor John Koziol

Passed: _____
 Approved: _____
 Published: _____
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38.17 Small Cell Ordinance

A. Purpose: The purpose of this Section is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the City's jurisdiction, or outside the rights-of-way on property zoned by the City exclusively for commercial or industrial use, in a manner that is consistent with the Illinois Small Wireless Facilities Deployment Act (P.A. 100-0585).

B. Conflicts with Other Ordinances: This Section supersedes all Sections or parts thereof adopted prior hereto that are in conflict herewith, to the extent of such conflict.

C. Conflicts with State and Federal Laws: In the event that applicable federal or State laws or regulations conflict with the requirements of this Section, the wireless provider shall comply with the requirements of this Section to the maximum extent possible without violating federal or State laws or regulations.

D. Definitions: For purposes of this Section, the following definitions shall apply:

Act: The Illinois Small Wireless Facilities Deployment Act (P.A. 100-0585), as may be subsequently amended.

Antenna: communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable Codes: uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

Applicant: any person who submits an application and is a wireless provider.

Application: a request submitted by an applicant to the City for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

Collocate or Collocation: to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications Service: cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications Service Provider: a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC: the Federal Communications Commission of the United States.

Fee: a one-time charge.

Historic District or Historic Landmark: a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law: a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

Micro Wireless Facility: a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Municipal Utility Pole: a utility pole owned or operated by the City in public rights-of-way.

Permit: a written authorization required by the City to perform an action or initiate, continue, or complete a project.

Person: an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public Safety Agency: the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

Rate: a recurring charge.

Right-of-way: the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include City-owned aerial lines.

Small Wireless Facility: a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility Pole: a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless Facility: equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless Infrastructure Provider: any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

Wireless Provider: a wireless infrastructure provider or a wireless services provider.

Wireless Services: any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless Services Provider: a person who provides wireless services.

Wireless Support Structure: a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

E. Regulation of Small Wireless Facilities.

1. Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.
2. Permit Required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:
 - i. Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

- (a) Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - (b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - (c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - (d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - (e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - (f) Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
 - (g) In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.
- ii. Application Process. The City shall process applications as follows:
- (a) The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
 - (b) An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Section.

- (c) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Section.

- (d) The City shall deny an application which does not meet the requirements of this Section.

If the City determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the City denies an application.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the City's review period.

The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- iii. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.
- iv. Completeness of Application. Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.

- v. Tolling. The time period for applications may be further tolled by:
 - (a) An express written agreement by both the applicant and the City; or
 - (b) A local, State or federal disaster declaration or similar emergency that causes the delay.
- vi. Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated

treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

- vii. Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Section.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

- viii. Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the City by personal delivery at the City's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

F. Collocation Requirements and Conditions.

1. Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the City reasonably determines that the municipal utility pole cannot accommodate both uses.
2. Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Section. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
3. No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

4. The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms “communications space”, “communication worker safety zone”, and “electric supply zone” have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

5. The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
6. The wireless provider shall comply with the following design standards and any variations from these design standards may only be granted pursuant to the variance provisions of this Chapter 38 (at Section 38.22):
 - a. Screening. Whenever any equipment or appurtenances are to be installed at grade, screening must be installed to minimize the visibility of the facility and shall not be permitted to obstruct sight lines or to create other traffic or safety problems.
 - b. Color and Stealth. All wireless facilities subject to this Section, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure tower or infrastructure on which it is mounted. The color must be comprised of nonreflective materials which blend with the materials and colors of the surrounding area and structures. The Applicant shall use good faith efforts to employ reasonable stealth techniques to conceal the appearance of the wireless facilities. Any pole

extensions shall not be metallic or wood and shall blend with the color of the pole upon which they are mounted.

- c. Wiring and Cabling. Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the National Electrical Code and National Electrical Safety Code adopted by the City and in force at the time of the installation of the facility. Any wiring must be covered with an appropriate cover. No wiring and cabling serving the facility will be allowed to interfere with any existing uses.
7. Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

8. Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
 - b. 45 feet above ground level.
9. Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small

wireless facility is proposed for collocation, the applicant shall apply for a variance in the manner provided in this Chapter (at Section 38.22).

10. Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
11. Ground-mounted Equipment Spacing. Subject to the variance provisions of this Chapter 38 (at Section 38.22) and state law, the wireless provider shall comply with applicable spacing requirements of this Chapter 38 concerning the location of ground-mounted equipment located in the right-of-way.
12. Undergrounding Regulations. Subject to the variance provisions of this Chapter 38 (at Section 38.22) and state law, the wireless provider shall comply with the provisions of this Chapter 38 concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval.
13. Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

G. Application Fees. Application fees are imposed as follows:

1. Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
2. Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
3. Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.

4. The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
 - a. routine maintenance;
 - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least 10 days prior to the planned replacement and includes equipment type and model numbers for any of the replacement equipment; or
 - c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
5. Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.

H. Exceptions to Applicability. Nothing in this Section authorizes a person to collocate small wireless facilities on:

1. Property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately-owned utility pole or wireless support structure without the consent of the property owner;
2. Property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
3. Property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Section do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Section shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate

communications facilities, other than small wireless facilities subject to this Section.

I. Pre-Existing Agreements. Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Section.

A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this Section for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph.

J. Annual Recurring Rate. A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole.

If the City has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

K. Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

L. Dispute Resolution. The Circuit Court of McHenry County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on

municipal utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

M. Indemnification. A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Section and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

N. Insurance. The wireless provider shall carry, at the wireless provider's own cost and expense such insurance as is required by this Chapter at Section 38.08.

The wireless provider shall include the City as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the City in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City.

CERTIFICATION

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

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the _____ day of _____, 2018, the foregoing Ordinance entitled *An Ordinance Amending Chapter 6, Streets, Sidewalks and Public Ways; Amending Chapter 38, Construction of Utility Facilities in the Right of Way; and Providing for the Regulation of and Application for Small Wireless Facilities in the City of Marengo*, was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 18-__-__, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the _____ day _____, 2018, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

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

Given under my hand and corporate seal of the City of Marengo on this _____ day of _____, 2018.

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

(SEAL)

MODEL SMALL WIRELESS FACILITIES PERMIT APPLICATION		
APPLICANT INFORMATION		
Applicant Name:		Date:
Applicant is a: <input type="checkbox"/> Carrier/Wireless Provider <input type="checkbox"/> Representative <input type="checkbox"/> Other:		
Company Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Email:	
PROPOSED SITE LOCATION		
Property Address:		
City:	State:	ZIP Code:
Closest Intersection (Distance and Direction from):		
EXISTING POLE/STRUCTURE INFORMATION		
New Pole/Structure Construction? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Pole/Structure ID Number:	Height of Pole/Structure (feet):	Pole Color:
Existing Attachment(s) on Pole/Structure? (e.g., banners, light fixtures) Yes <input type="checkbox"/> No <input type="checkbox"/>		
Existing Structure Owner:		
Name of Structure Owner Representative:		
Address:		
City:	State:	ZIP Code:
Phone:	E-mail:	Fax:
PROPERTY OWNER INFORMATION		
In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation. Permission has been granted by property owner? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Name:		
Address:		
City:	State:	ZIP Code:
Phone:	Email:	

APPLICATION REQUIREMENTS

The following documents must be attached or included for the Application to be complete:

- Application fee(s)
- Site specific structural integrity, AND for a municipal utility pole Make-ready analysis prepared by a structural engineer
- The location where each proposed small wireless facility or utility pole would be installed
- Photographs of the proposed site location and its immediate surroundings
- Specifications and drawings prepared by a structural engineer for each proposed small wireless facility
- The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility
- A proposed schedule for the installation and completion of each small wireless facility, if approved
- Proof of permission granted by property owner, if existing pole not owned by the City

ATTESTATION, ACKNOWLEDGMENT & SIGNATURE

I attest to the best of my knowledge and belief, that the information stated in this application and in all supporting plans and documents is true and accurate. To the best of my knowledge, I certify that the proposed collocation complies with the terms of the "Collocation Requirements and Conditions" Section of [CITY/VILLAGE]'s Small Wireless Facility Deployment Ordinance.

Signature of Applicant:	Date:
Printed Name of Applicant:	Title:

****FOR ADMINISTRATIVE USE ONLY****

Date Application was submitted:
Application is: <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete
If incomplete, date the Applicant was notified:
Missing documents or information:

MUNICIPAL OFFICIALS SHOULD REVIEW THIS DOCUMENT WITH RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY.

MODEL MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (Agreement) made this ____ day of _____, 2018, between the City of _____, with its principal offices located at _____, hereinafter designated LICENSOR and _____, with its principal offices at _____, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Section 2 of the Small Wireless Facilities Deployment Ordinance (Ordinance No. _____, as now or hereafter amended) shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable.

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.
- 2) PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for permit that includes:
 - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.
 - g) The application fee due.
- 3) APPLICATION FEES. Application fees are subject to the following requirements:
 - a) LICENSEE shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

- b) LICENSEE shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of 8 feet from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.

- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
- f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by [INSERT SPECIFIC CODE PROVISION, as now or hereafter amended] of the LICENSOR.
- g) LICENSEE shall comply with all the terms and conditions of LICENSOR's [INSERT APPROPRIATE RIGHT-OF-WAY ORDINANCE, as now or hereafter amended] in regards to construction of utility facilities.
- h) LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with applicable spacing requirements in [INSERT APPLICABLE CODES/ORDINANCES, as now or hereafter amended] concerning the location of ground-mounted equipment located in the right-of-way. *(NOTE: the requirements must include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.)*
- j) LICENSEE shall comply with [INSERT CODE PROVISION, as now or hereafter amended] concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, in any. *(NOTE the requirements must include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.)*
- k) LICENSEE shall comply with [INSERT CODE PROVISION, as now or hereafter amended] for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with [INSERT APPLICABLE CODE, as now or hereafter amended] for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) LICENSEE shall comply with the [INSERT APPLICABLE CODE, as now or hereafter amended] that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this

Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

- o) LICENSEE shall comply with [INSERT SPECIFIC DESIGN STANDARDS] for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR in [INSERT SPECIFIC PROVISIONS, as now or hereafter amended] adopted by LICENSOR, LICENSOR's comprehensive plan dated _____, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.
- p) LICENSOR requires the following design or concealment measures in a historic district or historic landmark:

[INSERT DESIGN AND CONCEALMENT STANDARDS]

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any LICENSEE's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within 90 days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance _____.
- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within 120 days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance _____, as now or hereafter amended.

- c) LICENSOR shall approve an application unless the application does not meet the requirements of Ordinance _____, as now or hereafter amended.
 - d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the Requirements of Ordinance _____ require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within 30 days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.
 - e) COMPLETENESS OF APPLICATION. Within 30 days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant with 30 days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the applicant to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.
 - f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
 - g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.
- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless LICENSOR and

LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.

- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of (not less than 5 years), and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Ordinance No. _____, as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.
- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.
- 10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless facility within 90 days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless

facility is not removed within 90 days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within 60 days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.
- 12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.
- 13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Ordinance No. _____, as now or hereafter amended. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility

pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.

- 15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.
- 16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.
- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.
- 18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or

Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

- 19) INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way to afford [Insert minimum protection limits consistent with requirements of other users of LICENSOR improvements or rights-of-way, including coverage for bodily injury and property damage. Example: LICENSEE agrees that at its own cost and expense, LICENSEE will maintain general liability insurance with limits not less than \$_____ for injury to or death of one or more persons in any one occurrence and \$_____ for damage or destruction to property in any one occurrence.] LICENSEE shall include LICENSOR as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of LICENSOR in a commercial general liability policy.]

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE'S financial ability to self-insure the insurance coverage and limits required by LICENSOR.

- 20) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.

23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:
Title
City
Address
City, State Zip

Copy to:
Retained Attorney/Corporation Counsel
Address
City, State Zip

LICENSEE:

Name
Company
Address
City, State Zip

Copy to:
Name
Company
Address
City, State Zip

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.
- 25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.
- 26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.
- 27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws

relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

- 28) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.
- 29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.
- 30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
- 31) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

_____, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE:

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this ____ day of _____, _____, between **the City/Village of** _____, whose principal place of business is _____ (LICENSOR), and _____, whose principal place of business is _____ (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City/Village _____ and _____, dated _____, 20____, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by Licensor is located at _____ The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at _____. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

City/Village of _____, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Premises

(see attached site plans)

MUNICIPAL OFFICIALS SHOULD REVIEW THIS DOCUMENT WITH RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY.

Use your community's press release template/letterhead

FOR IMMEDIATE RELEASE
DATE

Contact: Name & Title
Phone Number
Email Address

Installation of Small Wireless Facilities

[INSERT COMMUNITY HERE]— A new law in Illinois, signed by Governor Bruce Rauner on April 12, 2018, allows that additional telecommunication hardware may be added to utility poles, light poles and other structures in the public right-of-way as wireless carriers implement 5G technology and enhance cellular transmission.

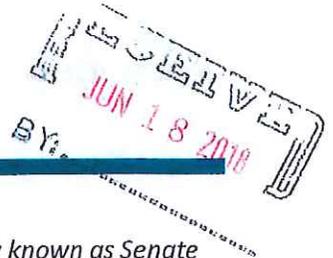
On [DATE COMMUNITY PASSED ORDINANCE], the [VILLAGE/TOWN BOARD/CITY COUNCIL] passed an ordinance to implement the regulations allowed by the Small Wireless Facilities Deployment Act (Public Act 100-0585). New devices, commonly known as “small cells,” and antennas could start to be installed on authorized structures throughout our community.

The ordinance requires wireless telecommunications providers to submit permit applications and pay applicable fees up to the limits in state law for the use of the public right-of-way. It also gives the municipality the authority to propose alternate placements within 100 feet of the requested site to help ensure the integrity of the right-of-way.

The ordinance protects our ability to provide public safety services to residents as needed, while ensuring access to new 5G technology. The [CITY/TOWN/VILLAGE OF [INSERT COMMUNITY]] looks forward to improved opportunities through additional technological advancements.

If you have any questions about the installation of these small cell devices, please contact [INSERT WHO IS RESPONSIBLE INTERNALLY].

###



Public Act 100-0585, the Small Wireless Facilities Deployment Act (the Act), previously known as Senate Bill 1451, specifies how local authorities may regulate the attachment of small wireless facilities. Following is a compilation of frequently asked questions that the Illinois Municipal League (IML) anticipates regarding this Act.

What is a small wireless facility?

A small wireless facility, commonly known as a “small cell,” enables the transmission of data and wireless communications to and from a wireless device, such as a computer, cell phone or tablet. The Act states that these small wireless facilities are critical to delivering wireless access to advanced technology, broadband and 9-1-1 services to homes, businesses and schools in Illinois.

What does the Act do?

The Act provides the regulations and process for permitting and deploying small wireless facilities throughout Illinois. It specifies how local authorities may regulate the attachment of small wireless facilities on municipal utility poles or other structures.

What happens if our municipality does not adopt an ordinance or schedule of fees prior to two months after the effective date of the Act?

In the absence of an ordinance or agreement that makes available to wireless providers the rates, fees and terms for the attachment of small wireless facilities on municipal utility poles, wireless providers may attach small wireless facilities and install utility poles on their own accord, provided they comply with the requirements of the Act.

What do we do if we begin to receive applications to attach small wireless facilities on our municipal poles before we have adopted an ordinance or a fee schedule, pursuant to the Act?

Section 15(i)(4) of the Act provides that municipalities have two months following the effective date of the Act to adopt ordinances or provide agreements consistent with the terms of the Act, and thereafter, the terms of the Act will control in the absence of an ordinance or agreement. Permit applications received prior to August 1, 2018, would be acknowledged as received on the earlier of the effective date of the ordinance adopted by the municipality or August 1, 2018.

Our municipality has already adopted the IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance and/or an ordinance establishing standards for the construction of facilities on rights-of-way. What do we do about those ordinances?

The municipality should consider leaving the prior IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance in effect to support any existing installations, and adopting the new Model Small Wireless Facilities Deployment Ordinance for permit applications received after adoption of the new Model Small Wireless Facilities Deployment Ordinance. As to the ordinance establishing standards for the construction of facilities on rights-of-way, municipal officials should thoroughly review the ordinance with retained legal counsel or other qualified attorney and amend as necessary to ensure compliance with the Act.



Does the Act apply to requests for permits to locate on municipal property outside of the right-of-way?

The Act only requires that requests to locate on municipal property outside of the right-of-way be granted in a competitively neutral and non-discriminatory manner. If your municipality does not presently allow telecommunications carriers access to municipal property outside of the right-of-way, it need not do so.

If the community requires other right-of-way users to obtain separate permits for electric and cabling requirements for their use, are wireless providers subject to those separate permitting requirements?

Yes.

Where are the small wireless facilities permitted uses, pursuant to Section 15(c) of the Act?

Small wireless facilities are permitted uses in the right-of-way, and on property zoned exclusively for commercial or industrial use. On other property, zoning provisions apply, as do the Federal Communications Commission shot clock timelines for permitting of telecommunications facilities.

If another authority is running through the municipality, such as a county or state road/street, who has the jurisdiction to control or regulate the small wireless facilities in the right-of-way?

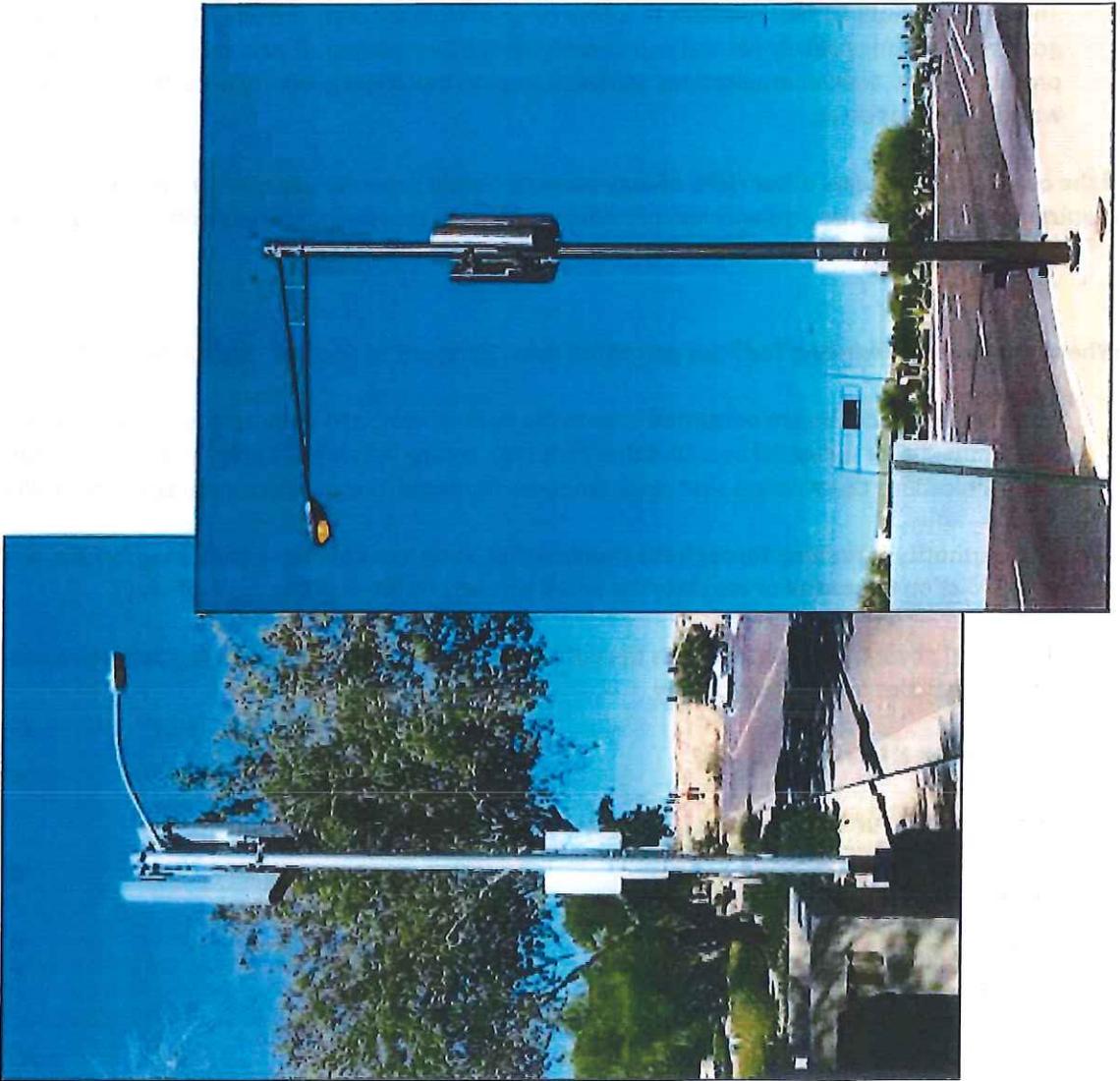
The unit of government that controls the right-of-way has the jurisdiction to regulate the small wireless facilities in that right-of-way.

Who can I contact if I have questions?

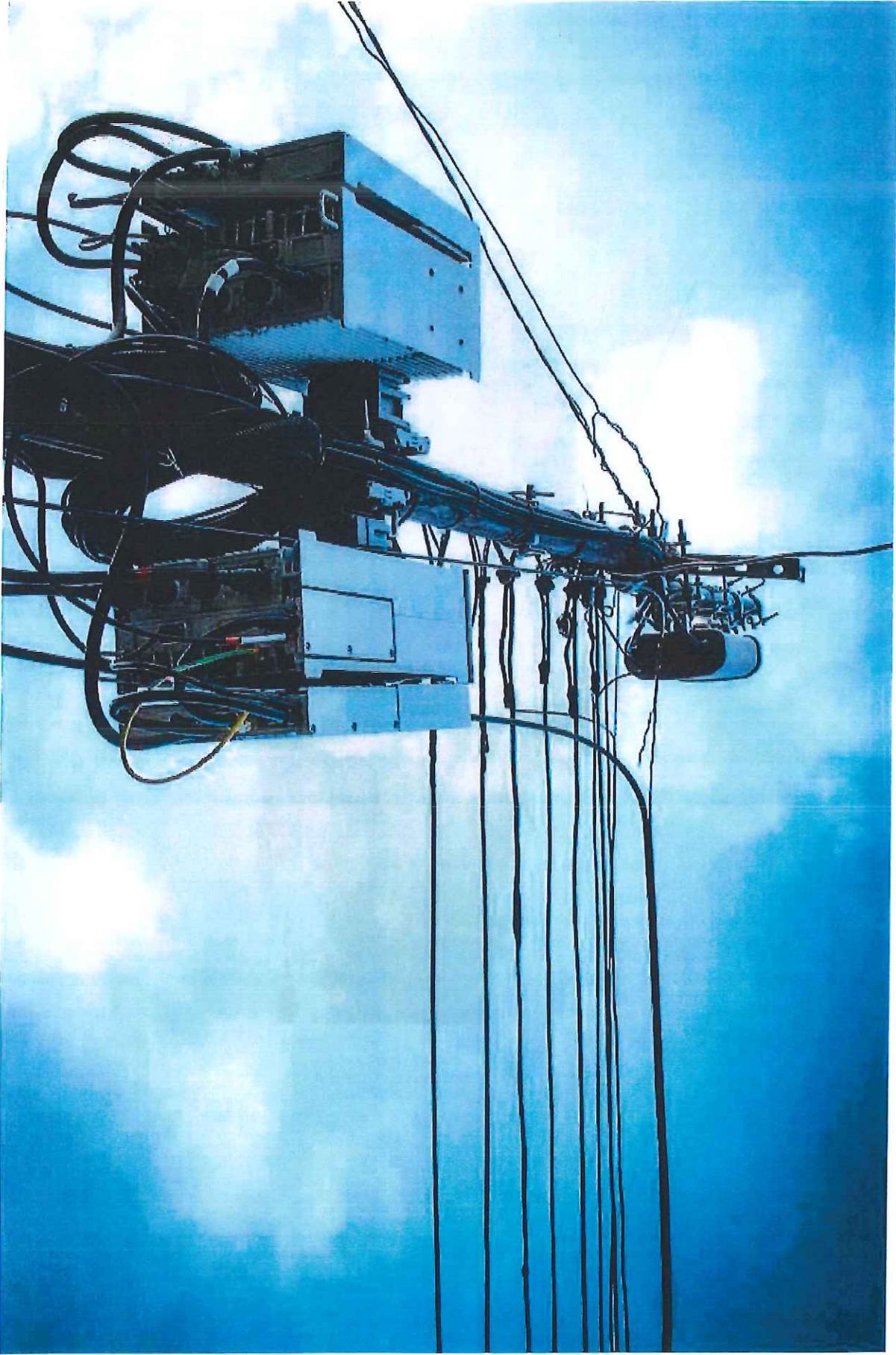
If you have any further questions, please feel welcome to contact:

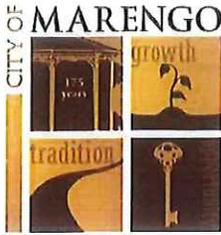
Amelia Finch | Assistant Counsel
Illinois Municipal League
217.525.1220 phone | 217.525.7438 fax
afinch@iml.org

MUNICIPAL OFFICIALS SHOULD REVIEW THIS DOCUMENT WITH RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY.









7F

AGENDA COVER MEMORANDUM

MEETING DATE: July 9, 2018
ITEM TITLE: Gas Handling System Repair
ACTION REQUESTED: Authorization
DEPARTMENT HEAD: Howard Moser, Director of Public Works

BACKGROUND:

Strand and Associates identified the gas handling system deficiencies as a priority and safety concern during a site visit to the waste water treatment plant. They noted that methane gas that is produced by the digestion process does not currently have a clear path out of the digester and is contributing to the excessive foaming issue.

At the June 25, 2018 City Council meeting Troy Stinson, Strand and Associates gave a report on the overall condition of the WWTP which included the recommendation to accept the proposal from Varec Biogas to supply and install the necessary replacement parts of the gas handling system at a cost of \$22,323.12. Varec Biogas is the manufacturer of the system. The Mayor gave authorization to proceed with the repair at the meeting with the understanding that it would be brought before Council on July 9, 2018.

RECOMMENDATION:

Staff requests authorization to accept the proposal from Varec Biogas, 5362 Oceanus Dr., Suite A, Huntington Beach, CA 92649 in the amount of \$22,323.12. Funding for this purchase will come from the Sewer Utility Infrastructure Maintenance Fund– (37-00-712.75).

Attachments:

Troy Stinson Email
Varec Biogas Quotes

Howard Moser

From: Stinson, Troy <Troy.Stinson@strand.com>
Sent: Tuesday, June 19, 2018 10:15 PM
To: Howard Moser; Larson, Troy
Cc: mayor@cityofmarengo.com; jblakemore@cityofmarengo.com; eevertsen@cityofmarengo.com; Jason Vohs; jmangum@cityofmarengo.com
Subject: RE: Follow Up
Attachments: Varec Replacement Parts Scope of Supply Rev 2 - Marengo WWTP.pdf; Varec Revised Equipment Scope of Supply Rev 2 - Marengo WWTP.pdf

Howard,

As a follow-up to the action items below, we offer the following suggestions based on Troy Larson's visit to the site on June 15, 2018 to discuss the anaerobic digester operations and further correspondence with Drydon Equipment (the Varec gas handling equipment representative).

As discussed during Troy's recent visit, there appears to be no evidence that biogas produced in the digester is exiting normally through the gas piping or the pressure relief apparatus. Possible reasons for this appear to include:

- Biogas flow to the waste gas burner (WGB) is being held back by the pressure regulator or other failed device between the digesters and the WGB.
- Biogas flow to the boiler is isolated by a closed valve, presumably because there is concern regarding the quality of the biogas considering the foam that is regularly removed from the upstream drip trap and the pressure regulator needs repaired.
- Biogas flow to the pressure/vacuum relief valves on top of the digester covers appears to be restricted by foam, likely within the flame arrestor just upstream of the pressure/vacuum relief valves.

It appears that the biogas that is being produced in the digesters is bubbling up around the edges of the covers and while doing so is lofting solids onto the cover. At this time it appears that what has been called a foam may also be a combination of solids that have been floated by the biogas. Use of defoamers and reduced mixing have not impacted the amount of "foam", however a water spray quickly collapses the solids.

Because there is no normal path for biogas to exit the digesters we recommend that the City accept Drydon Equipment/Varec's revised proposals to repair and install the gas handling equipment and make the necessary repairs to failed or impaired gas train equipment and therefore re-establish biogas flow (see their revised proposals attached). Drydon Equipment has indicated that replacement/repair of the pressure regulators and waste gas burner could be completed by isolating the biogas with the existing valves without taking the digesters out of service. However, the digesters will need to be taken down in order to clean and repair/replace the pressure relief valves and flame arrestors on top of the cover and add an isolation valve and riser pipe if desired by the City.

If you have any additional questions, please let me know.

Sincerely,



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



Varec Biogas
 A Division of Westech Industrial Inc.
 5362 Oceanus Dr., Ste. A,
 Huntington Beach, CA 92649
 Phone: (714) 220-6620, Fax: (714) 952-2701
 www.varec-biogas.com

ATTACHMENT "A" SPARES PARTS LOT

QUOTATION

20180323 Rev 2

June 19, 2018

Project Name:	Maricopa WWTP Gas Safety Improvements	Applicable Specification:	
Engineer:	-N/A-	Manufacturer's Sales Rep.:	Dryden Equipment, Inc.
Customer:	Village of Maricopa	Contact Name:	Mich Hamsler
Project Contract No.:		Contact Phone No.:	(947) 204-7406

- IMPORTANT! -
 Final responsibility on verifying accuracy of the quantities in the proposed scope of supply rests with the CONTRACTOR.

Item Number	Drawing Sheet Number	Specification Paragraph	Tag Number	Comments	Quantity	Size	Used In	Description	Part Number	Priced in USD Dollars	
										Customer/Net	Unit Price
1					2	4"	386 Single Port Back Pressure Regulator	4"-386 Regulator Low Set Preventative Maintenance Kit Consisting Of: Consisting Of: Paklet, Dwg. Item No. 5 Stem, Dwg. Item No. 9 Hex nut, Dwg. Item No. 10 Diaphragm, Dwg. Item No. 11 Diaphragm Plate, Dwg. Item No. 12 Adjusting Screw, Dwg. Item No. 14 Spring, Low Set, Dwg. Item No. 13 Spring Holder, Dwg. Item No. 15 Connector Gasket, Dwg. Item No. 16 Housing Gasket, 2 pcs required, Dwg. Item No. 17 Indicator Scale, Dwg. Item No. 19 Hex head Cap Screw: 2 pcs required, Dwg. Item No. 20 Washer, Dwg. Item No. 25 Window Glass, Dwg. Item No. 23 Window Gasket, Dwg. Item No. 32 Round Head Machine Screw: 4 pcs required, Dwg. Item No. 29 Pointer, Dwg. Item No. 31 Spring Pin, Dwg. Item No. 33 O-Ring, Dwg. Item No. 34 25 x 2" panhead machine screw: 1 pc required	386-PM-KIT-L.S.4	3,752.30	7,525.50

2	440, Pressure Relief and Flame Trap Assembly	4"	2	4"	440, Pressure Relief and Flame Trap Assembly	4" Flame Arrester Kit (ALSS) Consisting Of: Cover Plate Gasket Bank Assembly, Aluminum W316 SS Sheet (Extensible)	S000.ALSS.KIT4 B9704-046. BMM19000-000	2280.76	4561.52
3	440, Pressure Relief and Flame Trap Assembly	1"	1	12"	Pressure Relief Weight set	Pressure Relief Weight set	1" Weight set 12" Weight set	445.00	445.00
4	246 Drip Trap, Manual Operation (Low Pressure)	5 Qt Capacity (Max. W.P. 5 psig)	2	246 Drip Trap, Manual Operation (Low Pressure)	246 Drip Trap Preventative Maintenance Kit Consisting Of:	246.PMLKIT Consisting Of: P14-40 P14-50 B1757-075 P31-321 P20-44 P031-25-1789 B12869-105 B7677-005 C3232-011A P31-354	578.00	1,156.00	
5	244W, Waste Gas Burner & Ignition System, Full Feature Panel	3"	1	244W, Waste Gas Burner & Ignition System, Full Feature Panel	Thermocouple - 2", 3", 4"	P011-05-307	2,347.00	2,347.00	
5	244W, Waste Gas Burner & Ignition System, Full Feature Panel	3"	1	244W, Waste Gas Burner & Ignition System, Full Feature Panel	Bo Gas Office Kit	P011-05-320	612.00	612.00	
TECHNICAL GENERAL COMMENTS: 1. Installation assistance provided by Varec or our Authorized representative. 2. Field service commissioning and start-up assistance is not part of Varec's scope of supply unless otherwise noted above. (Field Service is included in the price proposed, it will be limited to what is described in our scope and the associated charges shall be included with the shipment of the goods ordered.) 3. Anchor bolts and support systems are not part of Varec's scope of supply. 4. Insulation is not part of Varec's scope of supply unless otherwise noted above. Heat tracing is not part of Varec's scope of supply. 5. Connecting gaskets and bolts are not part of Varec's scope of supply. 6. Special painting is not part of Varec's scope of supply.								Total Price, Ex-works, Factory \$16,647.12	
GENERAL TERMS AND CONDITIONS OF SALE: 1. Bid Validity: 90 Days 2. Delivery: A. Drawing Approval: 4 - 6 weeks after receipt of fully specified and acknowledged purchase order. B. Spare Parts Delivery: 4 - 6 weeks after receipt of fully specified purchase order. 3. Freight: Freight will be prepaid and added to the invoice unless otherwise noted above. 4. Note that delivery times quoted are FOB Factory, Abilene, Texas. Goods shall be provided in standard packaging. 5. Varec's standard commercial terms and conditions of sale shall apply. 6. American Iron and Steel (AIS) Act of 2011, PA Steel Act Buy American or Made in USA requirements must be confirmed at time of order placement otherwise additional charges will apply.								Documentation Requirements per Specification Field Service Installation Inspection, Commissioning and Start-Up Assistance and Operator Training Freight to Jobsite Total Price, FOB Jobsite \$21,147.12	



Varec Biogas
 A Division of Westech Industrial Inc.
 5382 Oceanus Dr. Ste. A
 Huntington Beach, CA 92648
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 www.varec-biogas.com

QUOTATION

20180323 Rev 2

June 19, 2018

Project Name:	Marengo WWTP Gas Safety Repairs	Applicable Specification:	
Engineer:	N/A	Manufacturer's Sales Rep.:	Dryden Equipment Inc.
Customer:	Village of Marengo, IL	Contact Name:	Wish Hamester
Project/Contract No.:		Contact Phone No.:	(847) 204-7406

- IMPORTANT! -
 Final responsibility on verifying accuracy of the quantities in the proposed scope of supply rests with the **CONTRACTOR**.

Item Number	Drawing Sheet Number	Specification Paragraph	Tag Number	Comments	Quantity	Size	End Connections	Description	Part Number	Priced in US Dollars	
										Unit Price	Extended Price
1					1	6 QL Capacity (Max. W.P. 5 psig)		Drip Trap, Manual Operation (Low Pressure)	246 6	1,175.00	1,175.00
Total Price, Ex-works, Factory											1,175.00
Field Service Installation Inspection, Commissioning and Start-Up Assistance and Operator Training											
Total Price											1,175.00

TECHNICAL GENERAL COMMENTS:

- Installation assistance by Varec or our Authorized representative.
- Field service commissioning and start-up assistance is not part of Varec's scope of supply unless otherwise noted above. (If Field Service is included in the price proposed, it will be limited to what is described in our scope and the associated charges shall be invoiced with the shipment of the goods ordered.)
- Anchor bolts and support systems are not part of Varec's scope of supply.
- Insulation is not part of Varec's scope of supply unless otherwise noted above. Heat tracing is not part of Varec's scope of supply.
- Connecting gaskets and bolts are not part of Varec's scope of supply.
- Special painting is not part of Varec's scope of supply.

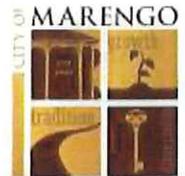
GENERAL TERMS AND CONDITIONS OF SALE:

- Bid Validity: 90 Days
- Delivery:
 - Please note that deliveries quoted are subject to change depending on availability of components for equipment and spare parts ordered.
 - A. Drawing Approval: 4 - 6 weeks after receipt of a fully specified purchase order.
 - B. Equipment: 18-20 weeks after receipt of drawing approval from customer.
- Freights shall be prepaid and added to the invoice unless otherwise noted above.
- Note that deliveries quoted are FOB Factory, Shalard, Texas. Goods shall be provided in standard packaging.
- Varec's standard commercial terms and conditions of sale shall apply.
- American Iron and Steel (AIS) Act of 2014. PA Steel Act. Buy American or Made in USA requirements must be confirmed at time of order placement otherwise additional charges will apply.



City of Marengo – Task Update Report

(Items in bold are new)

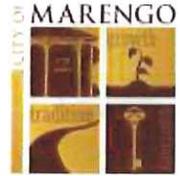


July 2, 2018		
Name of Project/ HR Green Project #	Tasks Accomplished	Tasks to be Completed
Solar Farms I & II/ 180292 ESCROW ACCOUNT Contract: \$ 16,750.00 Remaining: \$8,032.69	Plans submitted for review starting on 05/31/2018 extending through 06/21/2018. Proposed zoning text amendment and annexation agreements to PCZB on 06/18/2018. Approved. Proposed zoning text amendment and annexation agreements to City Council on 06/25/2018. Approved. Plat of annexation comments to City on 06/25/2018. Plan review comments to City on 06/27/2018.	Conference call with HR Green, ERP and Westwood to review plan comments scheduled for July 2, 2018 at 1 p.m.
Methodist Church Parking Lot Review/180082 ESCROW ACCOUNT Contract: \$ 1,500 Remaining: \$252.69	Plans resubmitted on 03/28/2018 with Conditional Recommendation of Approval of plans and Stormwater Management permit to City on 04/02/2018.	Methodist Church to provide contractor's bid upon receipt to City for determination of bond amount.
20009 Grant Highway TIF 170570 ESCROW ACCOUNT Contract: \$32,900 Remaining: \$65.57	Submittal to IDOT on 04/18/2018. Submittal to IEPA on 04/19/2018. IEPA approvals received.	Awaiting IDOT approval.
20009 Grant Highway Site Plan Review/170570.01 ESCROW ACCOUNT Contract: \$7,600 Remaining: \$1558.25	Meeting with Condon at HR Green on 04/03/2018 to go over comments. HR Green in attendance at City Council meeting on 04/09/2018. Plans submitted for 2 nd review on 04/17/2018. HR Green DRAFT comments to Condon on 04/19/2018. Plans and previously missing items submitted from 04/26//2018 through 06/06/2018 for third review. Review comments out on 06/22/2018.	Awaiting resubmittal of revised plans and IDOT approval.
General Consultations- Billable/180200 2018/19	Attending Council meetings and staff meetings as requested. City to sign SFA for on call meeting attendance.	Provide research and consultation as requested throughout the month and meetings as needed



City of Marengo – Task Update Report

(Items in bold are new)



<p>IL Rte. 23@Jane Adams Tollway – Interchange Phases 1 and II/ 88160345</p> <p>Contract: \$2,657,409.91 Remaining: \$624,917.12</p>	<p>June 2018 Tasks:</p> <ul style="list-style-type: none"> ▪ Continue the development of the 95% contract plans and specifications. ▪ Coordinated with IDOT District 2 and Boone County for the Harmony Road closure. ▪ Submitted Proposed Drainage Plans to reviewing agencies for review and comment. ▪ Submitted wetland delineation report. ▪ Revise all plats and resubmit as final documents to Tollway. 	<p>July 2018 tasks:</p> <ul style="list-style-type: none"> • Submit 95% contract plans and specifications • Submit the Location Drainage Study (LDS)
<p>Railroad St/Ritz Rd Water Main/ 86160244.01 ESCROW ACCOUNT</p> <p>Contract: \$37,000 Remaining: \$4,245.89</p>	<p>Update from Attorney General’s Office was shared with City Council at 03/26/2018 City Council meeting.</p> <p>No Status change</p>	<p>Awaiting:</p> <ul style="list-style-type: none"> ▪ Submittal of easement documents ▪ An amendment to the Annexation Agreement ▪ Overall Project Status
<p>RR St/Ritz Rd WM Easement Reviews 86140244.02 ESCROW ACCOUNT Contract: \$840.00 Remaining: \$840.00</p>	<p>8 easement documents received for review on 06/19/2018. Review comments out on 07/02/2018.</p>	
<p>2017 Water Main Project/86140346.02</p> <p>Contract: \$124,707 Remaining: \$53,247</p>	<p>Plans resubmitted to IDOT. Awaiting approval.</p> <p>Final easement documents are being prepared with target to City on 07/11/2018.</p> <p>Bid Notice out on 06/21/2018 with bid opening scheduled for 07/19/2018.</p>	<p>Obtain signed easement documents.</p>
<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 HR Green on 03/27/2018.</p> <p>All work directives (change orders) have been approved and authorized by IDOT awaiting final invoice.</p>	<p>HRG to provide final cost breakdowns for the local share once final invoice is received.</p> <p>HR Green to work with City Staff to close out project when final invoice is received from IDOT. Pre final numbers were provided to Josh and Jen in April 2018</p>

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.