



City Council Meeting Agenda

- 1. Call To Order, Pledge To Flag, Pastoral Prayer, Roll Call**

The City of Monticello does not endorse religious faith. The prayer is intended to lend solemnity to the public meeting and invite an attitude of respect and consideration.
- 2. Public Participation**

This is an opportunity for the public to provide public comment to the Presiding Officer. Those wishing to speak are required to sign in prior to commencement of the meeting and must address the Council from the seat and table provided. The public comments must comply with Ordinance 2014-02 and be limited to 5 minutes or less.
- 3. Consent Agenda - Approval Of Documents And Action Items As Listed:**
 - 3.1. Claims Report - Claims Dated February 8, 2016 Through February 22, 2016**

Documents: [CLAIMS 2.9.16 - 2.22.16.PDF](#)
 - 3.2. Meeting Minutes**

City Council Meeting December 14, 2015
City Council Closed Session December 14, 2015
City Council Meeting January 11, 2016
City Council Closed Session January 11, 2016
City Council Meeting January 25, 2016
City Council Closed Session January 25, 2016
City Council Closed Session January 30, 2016

Documents: [CITY COUNCIL MEETING MINUTES 1.11.16.PDF](#), [CITY COUNCIL MEETING MINUTES 12.14.15.PDF](#), [CITY COUNCIL MEETING MINUTES 1.25.16.PDF](#)
 - 3.3. Police Report - January 2016**

Documents: [MONTICELLO POLICE DEPARTMENT MONTHLY REPORT.PDF](#)
 - 3.4. Fire Report - January 2016**

Documents: [FIRE JAN REPORT.PDF](#)
- 4. Mayor's Report**
- 5. Old Business**
- 6. New Business**
 - 6.1. Resolution 2016-08 Water/Sewer Permit Extension Old Illinois Route 47 Water Main And Sanitary Sewer Extension**

Resolution 2016-08 serves as evidence to the Illinois Environmental Protection Agency (IEPA) that the City will install a water main and sanitary sewer main with City funds

only. No state, federal or private funds will be utilized. This allows a waiver from the required IEPA permit fees. Upon approval our Design Engineer's will submit all of the required permitting documents to the IEPA.

Documents: [RESOLUTION 2016-08 WATER AND SEWER IEPA.PDF](#)

6.2. Ordinance 2016-09 Amends Title III, Chapter 31 Of The City Of Monticello Code - City Officials

This ordinance updates the title of the Superintendent of City Services to City Administrator and the duties and responsibilities of said position.

Documents: [ORDINANCE 2016-09 CITY ADMIN CODE UPDATE.PDF](#)

6.3. Resolution 2016-10 City Administrator Contract

This resolution approves the contract and appointment for the new City Administrator.

Documents: [RESOLUTION 2016-10 CITY ADMINISTRATOR EMPLOYMENT CONTRACT..PDF](#)

6.4. Ordinance 2016-11 Disposal Of Assets (Sale Of Surplus Equipment)

This ordinance allows the city to dispose (sell) of surplus items listed in Section 2 of the ordinance.

Documents: [ORD 2016-11 SALE OF SURPLUS PROPERTY.PDF](#)

6.5. City Clerk Will Administer Oath - New City Administrator

6.6. Ordinance 2016-12 Mutual Aid Box Alarm System Agreement

This resolution approves the Mutual Aid Box Alarm System Agreement discussed at the previous meeting.

Documents: [ORD 2016-12 MUTUAL AID.PDF](#)

7. Aldermen's Report

8. Police Chief's Report

9. City Council Meeting Adjournment

Report Criteria:

Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
GENERAL FUND				
ADMINISTRATION				
CINTAS	UNIFORMS	78.84	.00	01-51134-00
NIEMANN FOODS INC	MISC SUPPLIES	39.74	.00	01-51164-00
OFFICE DEPOT	OFFICE SUPPLIES	194.46	.00	01-51164-00
ROGARDS OFFICE PLUS	OFFICE SUPPLIES	72.58	.00	01-51164-00
CINTAS	MATS	141.60	.00	01-51171-01
INTEGRATED PEST MANAGEMENT	PEST CONTROL/MUN.BLDG	40.00	.00	01-51171-01
HOSS SALES AND SERVICE	VEH MAINT	560.07	.00	01-51171-02
RICK RIDINGS FORD MERCURY	VEHC MAINT	10.66	.00	01-51171-02
AREA-WIDE TECHNOLOGIES	COMPUTER SUPPORT	250.00	.00	01-51171-03
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	901.40	.00	01-51171-04
INTEGRATED PEST MANAGEMENT	PEST CONTROL LC	65.00	.00	01-51171-07
ANCEL GLINK DIAMOND BUSH DICIANNI	ADMIN LEGAL FEES	8,755.00	.00	01-51172-01
ANCEL GLINK DIAMOND BUSH DICIANNI	CODE ENFORCEMENT ISSUES	1,092.50	.00	01-51172-01
ANCEL GLINK DIAMOND BUSH DICIANNI	SHREFFLER LAW SUIT	1,212.73	.00	01-51172-01
ANCEL GLINK DIAMOND BUSH DICIANNI	VALENTINE LAW SUIT	237.50	.00	01-51172-01
ANCEL GLINK DIAMOND BUSH DICIANNI	IEPA LAWSUIT	332.50	.00	01-51172-01
FOLTZ & RUIPIER	LEGAL FEES	37.50	.00	01-51172-01
MEYER CAPEL	LEGAL FEES	442.50	.00	01-51172-01
NEWS GAZETTE	LEGAL NOTICE	47.12	.00	01-51172-01
ANDERSON, DAVE	CONSULTING SERVICES	5,763.75	.00	01-51172-04
BATTERY SOLUTIONS	BATTERY RECYCLING	74.95	.00	01-51172-04
BENEFIT PLANNING CONSULTANTS	HRA/COBRA SERVICES	278.00	.00	01-51172-04
CHAMPAIGN COUNTY REGIONAL PLANNING COM	ANNUAL SUPPORT/COMMUNITY PRO REP	370.00	.00	01-51172-04
STEPHENS, KATHERINE	OFFICE CLEANING	325.00	.00	01-51172-04
TOP QUALITY ROOFING COMPANY	ROOF REPAIR	1,950.00	.00	01-51172-04
FRONTIER	TELEPHONE	242.01	.00	01-51173-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	26.59	.00	01-51173-00
BILL ABBOTT INC	IML CONF CAR RENTAL	113.50	.00	01-51176-00
MONTICELLO CHAMBER OF COMMERCE	CHAMBER LUNCH	17.00	.00	01-51176-00
NIEMANN FOODS INC	MEETING SUPPLIES	99.29	.00	01-51176-00
KIRBY MEDICAL CENTER	CDL TESTING	276.00	.00	01-51178-01
MONTICELLO FREEDOM FEST	ANNUAL SUPPORT	1,000.00	.00	01-51178-21
Total ADMINISTRATION:		25,047.79	.00	
POLICE				
PIATT COUNTY SERVICE CO	FUEL	101.30	.00	01-51361-00
ILLINI FIRE EQUIPMENT CO	FIRE EXTING MAINT	41.75	.00	01-51371-01
INTEGRATED PEST MANAGEMENT	PEST CONTROL POLICE	40.00	.00	01-51371-01
JOHN CARTER	SOAP DISPENSERS	47.54	.00	01-51371-01
RICK RIDINGS FORD MERCURY	SQUAD CAR MAINT	112.47	.00	01-51371-05
MEYER CAPEL	UNION NEGOTIATIONS	732.00	.00	01-51372-04
FRONTIER	TELEPHONE	28.74	.00	01-51373-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	3.00	.00	01-51373-00
JOHN CARTER	BACKGROUND ALERT	22.95	.00	01-51378-01
APPLIED CONCEPTS INC	RADAR UNIT	1,369.00	.00	01-51380-01
RICK RIDINGS FORD MERCURY	NEW SQUAD CAR	25,269.27	.00	01-51380-01
Total POLICE:		27,768.02	.00	
FIRE				
RUSH TRUCK CENTER	FIRE TRUCK MAINT	218.54	.00	01-51471-02

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
FRONTIER	TELEPHONE	42.82	.00	01-51473-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	2.00	.00	01-51473-00
Total FIRE:		263.36	.00	
PUBLIC WORKS				
CINTAS	UNIFORMS	386.40	.00	01-51534-00
GRABARCZYK, JIM	UNIFORMS	97.68	.00	01-51534-00
NIEMANN FOODS INC	MISC SUPPLIES	52.95	.00	01-51564-00
SAM'S CLUB	MISC SUPPLIES	78.27	.00	01-51564-00
CINTAS	MATS	129.76	.00	01-51571-01
ULINE	MISC SUPPLIES	113.48	.00	01-51571-01
BOBCAT OF CHAMPAIGN LLC	MISC PARTS	24.49	.00	01-51571-02
CENTRAL PETROLEUM CO	POWER FLO KLENZ	45.04	.00	01-51571-02
DECATUR SPRING SERVICE	TRUCK MAINT	290.66	.00	01-51571-02
GRABARCZYK, JIM	REIMURSEMENT FOR TRANSFER FEE	116.68	116.68	01-51571-02
MARTIN EQUIPMENT OF IL	VEHICLE MAINTENANCE	1,654.04	.00	01-51571-02
MARTIN EQUIPMENT OF IL	VEHICLE MAINTENANCE	310.09	.00	01-51571-02
MARTIN EQUIPMENT OF IL	VEHICLE MAINTENANCE	134.15	.00	01-51571-02
MARTIN EQUIPMENT OF IL	VEHICLE MAINTENANCE	58.50	.00	01-51571-02
MARTIN EQUIPMENT OF IL	VEHICLE MAINTENANCE	362.68	.00	01-51571-02
PIATT COUNTY SERVICE CO	OIL/VEH MAINT	334.80	.00	01-51571-02
RAHN EQUIPMENT CO	CUTTING EDGE KIT	448.00	.00	01-51571-02
AREA-WIDE TECHNOLOGIES	COMPUTER SUPPORT	50.00	.00	01-51571-04
MRS E W DURBIN	TREE REMOVAL	4,190.00	.00	01-51572-05
PDC/AREA COMPANIES	MUNICIPAL WASTE	641.58	.00	01-51572-07
SMITH AUTO & TIRE SERVICE	TIRE DISPOSAL	79.75	.00	01-51572-07
FRONTIER	TELEPHONE	70.14	.00	01-51573-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	3.00	.00	01-51573-00
MONTICELLO CITY UTILITY SERV	WATER/PW	21.74	.00	01-51575-00
MONTICELLO CITY UTILITY SERV	WATER/PW	40.11	.00	01-51575-00
Total PUBLIC WORKS:		9,733.99	116.68	
RECREATION				
CINTAS	UNIFORMS	15.56	.00	01-51634-00
ROGARDS OFFICE PLUS	OFFICE SUPPLIES	50.97	.00	01-51664-00
FRONTIER	TELEPHONE	37.45	.00	01-51673-02
FRONTIER	TELEPHONE	37.23	.00	01-51673-03
NEWS GAZETTE	BALL REGISTRATION	26.66	.00	01-51678-04
NEWS GAZETTE	BALL REGISTRATION	26.67	.00	01-51678-05
NEWS GAZETTE	BALL REGISTRATION	26.67	.00	01-51678-06
Total RECREATION:		221.21	.00	
AQUATIC CENTER/POOL				
FRONTIER	TELEPHONE	32.87	.00	01-51773-00
Total AQUATIC CENTER/POOL:		32.87	.00	
CAPITAL IMPROVEMENTS DEPT				
AREA-WIDE TECHNOLOGIES	TELEPHONE UPDATE	4,088.89	.00	01-51880-41
Total CAPITAL IMPROVEMENTS DEPT:		4,088.89	.00	
Total GENERAL FUND:		67,156.13	116.68	

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
WATER WORKS				
CINTAS	UNIFORMS	71.04	.00	02-52134-00
COMPASS MINERALS AMERICA	SOFTENER SALT	2,737.04	.00	02-52162-02
WATER SOLUTIONS UNLIMITED	PHOSPHATE	1,634.50	.00	02-52162-04
HACH CO	CHEMICALS	288.38	.00	02-52162-05
BRENNTAG MID-SOUTH INC	CHEMICALS	360.00	.00	02-52162-11
WATER SOLUTIONS UNLIMITED	ALGICIDE	1,067.50	.00	02-52162-11
EASYPERMIT POSTAGE	POSTAGE	565.10	.00	02-52164-01
CINTAS	MATS	15.72	.00	02-52171-01
ULINE	MISC SUPPLIES	50.00	.00	02-52171-01
CENTRAL PETROLEUM CO	POWER FLO KLENZ	45.04	.00	02-52171-02
PIATT COUNTY SERVICE CO	OIL	200.00	.00	02-52171-02
FASPRINT	SHIPPING	33.28	.00	02-52172-05
FASPRINT	SHIPPING	19.89	.00	02-52172-05
FASPRINT	SHIPPING	20.21	.00	02-52172-05
P D C LABORATORIES INC	TESTING	40.00	.00	02-52172-05
FRONTIER	TELEPHONE	33.03	.00	02-52173-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	2.00	.00	02-52173-00
AMEREN IP	ELECTRICITY/GAS	229.67	.00	02-52175-00
IL SECTION AWWA	CONFERENCE/BAILEY	150.00	.00	02-52177-00
Total WATER WORKS:		7,562.40	.00	
Total WATER WORKS:		7,562.40	.00	
SANITATION				
SANITATION				
CINTAS	UNIFORMS	123.32	.00	04-54734-00
PIATT COUNTY SERVICE CO	PROPANE	536.25	.00	04-54761-00
FASPRINT	SHIPPING	24.94	.00	04-54764-00
NIEMANN FOODS INC	LAB SUPPLIES	98.02	.00	04-54764-00
EASYPERMIT POSTAGE	POSTAGE	565.10	.00	04-54764-07
CINTAS	MATS	31.48	.00	04-54771-01
CENTRAL PETROLEUM CO	POWER FLO KLENZ	45.04	.00	04-54771-02
MENARDS-CHAMPAIGN	MISC SUPPLIES	9.15	.00	04-54771-02
PIATT COUNTY SERVICE CO	VEH MAINT	236.50	.00	04-54771-02
ULINE	MISC SUPPLIES	50.00	.00	04-54771-03
TESTAMERICA LABORATORIES INC	TESTING	870.00	.00	04-54772-04
FRONTIER	TELEPHONE	177.60	.00	04-54773-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	1.00	.00	04-54773-00
MONTICELLO CITY UTILITY SERV	WATER/WWTP	30.36	.00	04-54775-00
MONTICELLO CITY UTILITY SERV	WATER/WWTP	7.87	.00	04-54775-00
MONTICELLO CITY UTILITY SERV	WATER/WWTP	15.99	.00	04-54775-00
HYATT REGENCY	TRAINING - JEVANS	758.16	758.16	04-54777-00
PDC/AREA COMPANIES	SLUDGE	34.02	.00	04-54778-01
Total SANITATION:		3,614.80	758.16	
Total SANITATION:		3,614.80	758.16	
Grand Totals:		78,333.33	874.84	

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

MONTICELLO CITY COUNCIL

January 11, 2016

Mayor Stoner led the Council in the Pledge of Allegiance.

ROLL CALL: Present: Wendall Brock, Tom Reed, Lyle Murdock, Joe Brown,
John Miller, Cochran Keating, Seth Melton, Tim Hayes
Also Present: Mayor Stoner, Supt. Allsop

PUBLIC PARTICIPATION:

Gail Jones spoke up in support of Mayor Stoner and his Alderman appointment of Alderman Hayes. She feels Alderman Hayes will be an asset to the city by being on the council.

CONSENT AGENDA:

- a) Claims Report – Claims dated January 11, 2016
- b) Meeting Minutes – City Council Regular Meeting November 9, 2015, City Council Regular Meeting November 23, 2015, City Council Study Session December 2, 2015, City Council Closed Session December 2, 2015, City Council Study Session December 9, 2015
- c) Treasurer's Report November 30, 2015
- d) Monticello Activity Report – November 2015
- e) Building Permit Report – November 2015
- f) Police Report – December 2015
- g) Fire Report – November 2015, December 2015

Alderman Brown wanted some more information on a claim for mudjacking (raising concrete). He wanted to know what that was. A motion was made by Alderman Hayes and seconded by Alderman Miller to approve the Consent Agenda items. A voice vote was taken and motion carried with all present voting yes.

MAYORS REPORT:

Mayor Stoner wanted to thank public works for the great effort during the recent heavy rains. Manholes were pumped and this was handled appropriately. He wants to meet with the council again on January 18, 2016 to discuss City Administrator applicants. Stoner also reminded council about the next CIMOA meeting coming up and stated he would email them the invite.

OLD BUSINESS: NONE

NEW BUSINESS:

Monticello Main Street Update

Kerry Redshaw was present to update the council on Monticello Main Street. She listed some of the very successful programs:

Monticellobration had over 3500 attendees, Reds of Christmas had 350 participants, Win the Window was a very successful fundraiser with high quality donations, 2nd session of Boot Camp to begin, and painting the vacant store windows during the holidays. She then reported that the

things to come will be Arts in the Allies, and Kirby Derby and Main Street collaboration event this spring. Redshaw stated that a new downtown joint effort with the Historic Preservation Society, Monticello Main Street, and Paitt County Camera Club will be to remove deteriorating painted plywood artwork downtown and replacing it with mixture of historic and contemporary photographs. This project will be seen hopefully in Summer 2016.

Signature Checking Accounts -Motion Only

A motion is needed to approve/designate Mayor Stoner as the primary signer on city accounts and for Alderman Melton to sign city checks in Mayor Stoner's absence. A motion was made by Alderman Miller and seconded by Alderman Hayes to approve the signature changes to city accounts. A voice vote was taken and the motion carried with all present voting yes,

Memorandum of Understanding (MOU) – City of Monticello & Monticello School District – Motion Only

This MOU relates to the upcoming School referendum. If the school referendum is approved by voters in March, the school and city wish to work together by trading certain properties, entering into shared-use agreements and working together for future redevelopment of certain properties. The MOU is not binding just a potential collaboration. The land trade proposal is as follows:

City would get:

- Wilkey Complex
- Lincoln school property

School would get

- Detention near MMS
- 30 acres near Appletree

Other details:

- City and school split cost of Lincoln School demolition
- Shared use of Wilkey Complex and adjacent school parking lot
- City assists in finding development opportunities for White Heath school building

After some discussion Alderman Keating made a motion to table the MOU motion and Alderman Brown seconded it. A voice vote was taken and the motion did not pass with 2 yes and 7 no votes. The yes votes were Alderman Brown and Alderman Keating. A motion was made by Alderman Hayes and seconded by Alderman Reed to move forward with the MOU. A voice vote was taken and the motion carried with 7 yes votes and 1 no vote. Alderman Brown voted no.

Resolution 2016-01 – Approval of MFT Investment Fund Creation

City Treasurer Hodges recently solicited quotes relating to the investment of the MFT bridge money. This resolution allows the creation of an investment fund/account at First Mid Bank. A motion was made by Alderman Hayes and seconded by Alderman Miller to approve Resolution 2016-01. A voice vote was taken and motion carried with all present voting yes.

Annual Appropriation – Discussion Only

This annual ordinance will be introduced for approval on January 25, 2016.

ALDERMAN'S REPORT:

Alderman Brown had some handouts he presented to the council he felt these documents were the answer to balancing the budget. Brown also asked if the council will have committees again and Mayor Stoner responded "No".

Alderman Keating wanted to know about the Market Street/Main Street crossing. Mayor Stoner informed Keating an answer to follow next meeting.

Alderman Hayes thanked the city for the great work during the heavy rains.

Alderman Murdock wanted the city staff to know citizens on Independence had water in basements during the past rains.

Alderman Miller wanted to thank the Mayor for having the meeting start with prayer, and still wants to talk about the waste haulers ordinance pertaining to stickers.

POLICE CHIEF'S REPORT: NONE

SUPERINTENDENT'S REPORT:

- WWTP Project Update – Discussion Only

Supt. Allsop told the council that he had attended a meeting with the IEPA. He was told that the new regulations are coming and the city's \$4 million upgrade might not be enough to satisfy the IEPA. Allsop's opinion is that the city should move forward with the \$13 million new plant. Council was asked to think about this and be prepared to discuss the very large upgrade that may be necessary.

- Sump Pump Inspection Program – Discussion Only

Supt. Allsop stated that the city needs to implement a program to have sump pumps in town certified to insure they are not connected to the city sewer system.

- Sanitary Sewer Mandatory Hookup Ordinance – Discussion Only

Allsop suggested mandatory hookup to city sewers for 43 properties west of the Sangamon River. The city has had sewer available for over five years in that area. Some of the Alderman were against the idea and thought it would be difficult to enforce. City Attorney, Paul Keller stated that there is a solid law supporting a mandate with just 90 days notice.

Closed Session – Real Estate Purchase of Lease – 5 ILCS 120/2 (c) (5)

A motion was made by Alderman Murdock, and seconded by Alderman Miller @ 8:36p.m. to go into Closed Session – 5 ILCS 120/2 (c) (5) roll call vote was taken and all present voted yes.

A motion was made by Alderman Hayes, seconded by Alderman Murdock to adjourn Closed Session at 9:00p.m.

A motion was made by Alderman Hayes and seconded by Alderman Miller to adjourn the meeting @ 9:00p.m.

Respectfully Submitted by:

Pamela Harlan

MONTICELLO CITY COUNCIL

December 14, 2015

Mayor Stoner led the Council in the Pledge of Allegiance.

ROLL CALL: Present: Wendall Brock, Tom Reed, Lyle Murdock, Joe Brown,
John Miller, Cochran Keating, Seth Melton
Also Present: Supt. Allsop

PUBLIC PARTICIPATION:

Jeremy Jones spoke to the council asking them to consider adding more open liquor license in the city. He felt that we should have an unlimited number of liquor license to help with growth in the city.

Brian Fulton asked the council to not pass the budget or the tax levy and meet on December 28, 2015 to work further on these issues.

CONSENT AGENDA:

- a) Claims Report – Claims dated November 24, 2015 through December 14, 2015
- b) Meeting Minutes – City Council Meeting October 26, 2015, Closed Session Meeting October 26, 2015
- c) Budget Report – November 30, 2015
- d) Police Report – November 2015

Alderman Brown wanted some more information on IEPA lawsuit, Valentine lawsuit, and the Chamber of Commerce \$210.00 fee. A motion was made by Alderman Keating and seconded by Alderman Murdock to approve the Consent Agenda items. A voice vote was taken and motion carried with all present voting yes.

MAYORS REPORT: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

Ward 1 Alderman Replacement to Fill Current Vacancy (Motion)

- Nomination by Mayor Stoner
Mayor Stoner told the council he had received some very good candidates and after their interviews he decided to nominate Tim Hayes.
- Motion to Approve nomination
A motion was made by Alderman Murdock and seconded by Alderman Reed to approve the nomination of Tim Hayes as Ward 1 Alderman. A roll call vote was taken and the motion carried with 5 yes and 2 no votes. Alderman Brown and Alderman Keating voted no. The oath of office was given by Clerk Harlan and Alderman Hayes joined the council as the meeting continued.

Ordinance 2015-56 Variance 2007 Applewood Drive

This variance will allow the owners to leave a portable shed in the present location. The PZB voted to approve the recommendation of the variance. Callie MacFarland was present to give an overview of the PZB meeting to the council. A motion was made by Alderman Brock and seconded by Alderman Miller to approve Ordinance 2015-56. A voice vote was taken and the motion carried with all present voting yes.

Resolution 2015-57 Conditional Use 1000 Medical Center Drive

This resolution will allow Kirby Medical Center to build a new "Cross Fit" accessory structure at 1000 Medical Center Drive. PZB voted to approve recommendation of this conditional use. A motion was made by Alderman Reed and seconded by Alderman Brock to approve Resolution 2015-57. A voice vote was taken and the motion carried with all present voting yes.

Ordinance 2015-58 Annexation Heartland Pathways Property

As per the annexation agreement, both parties agreed to annex the Heartland Pathway (bike path) property from Railroad Street to Green Apple Lane. The property is 66 feet wide in some areas and 100' wide in other areas. David Munk, representative for Heartland, was present to answer any questions that the council might have. A motion was made by Alderman Miller and seconded by Alderman Murdock to approve Ordinance 2015-58. A voice vote was taken and the motion carried with all present voting yes.

Ordinance 2015-59 Amending Title XI, Chapter 111 of the Monticello City Code of Ordinances Concerning Class B Liquor Licenses

This ordinance creates an additional Class B Liquor License to allow Fieldhouse 219 LLC to transfer to a Class B upon renewal on January 1, 2016. Fieldhouse 219 has a Class A license at present but that license allows carry-out packaged liquor. They do not wish to have a packaged liquor business therefore would like to transfer their Class A license to Class B. A motion was made Alderman Keating and seconded by Alderman Murdock. A voice vote was taken and the motion carried with 7 yes and 1 no vote. Alderman Brown voted no.

Ordinance 2015-60 An Ordinance Concerning Liquor Licenses

This ordinance reduces the number of open liquor licenses available in the City of Monticello. In summary gaming parlors and other businesses will not automatically be given a license. Future licenses will be subject to council approval. A motion was made by Alderman Hayes and seconded by Alderman Keating to approve Ordinance 2015-60. A voice vote was taken and the motion carried with 6 yes votes and 2 no. Alderman Brown and Alderman Murdock voted n

Ordinance 2015-61 Ordinance Amending Ordinance 2014-51

Mayor Stoner asked for this ordinance to be drafted. It updates the existing language in regards to review of closed session audio recording by Alderman. Alderman Brown had a statement in regards to this vote. A motion was made by Alderman Murdock and seconded by Alderman Hayes to approve Ordinance 2015-61. A voice vote was taken and the motion carried with 6 yes and 2 no votes. Alderman Brown and Alderman Keating voted no.

Resolution 2015-62 Health Alliance Medical Insurance Renewal

This resolution approves the Health Alliance Insurance renewal. A motion was made by Alderman Melton and seconded by Alderman Reed to approve Resolution 2015-62. A voice vote was taken and the motion carried with all present voting yes.

Ordinance 2015-63 Annual Property Tax Levy

This ordinance approves the annual property tax levy of \$602,877 as previously discussed at City Council meetings. Alderman Keating stated he would be voting no to this ordinance. Keating felt the city should not increase the tax levy by 4.9% just because we can. Alderman Keating feels the city budget should be reduced by 4.9%. A motion was made by Alderman Hayes and seconded by Alderman Murdock to approve Ordinance 2015-63. A voice vote was taken and motion carried with 5 yes and 2 no votes. Alderman Brown and Alderman Keating voted no.

Resolution 2015-64 Fiscal Year 2016 Budget Approval

A motion was made by Alderman Murdock and seconded by Alderman Hayes to approve Resolution 2015-64. A voice vote was taken and the motion carried with 7 yes votes and 1 no vote. Alderman Brown voted no.

Cancellation of December 28, 2016 Council Meeting

A motion was made by Alderman Hayes and seconded by Alderman Brock to cancel the December 28, 2016 council meeting. A voice vote was taken and the motion carried with 7 yes votes and 1 no. Alderman Brown voted no.

ALDERMAN'S REPORT:

Alderman Miller wanted to thank Public Works for job well done this year. Miller would also like to discuss during a meeting the trash and recycling ordinance in regards to the sticker program.

Alderman Murdock stated that the downtown looks great.

Alderman Keating wanted to make everyone aware that Mr. Anderson hired Maura Metcalf to help with the current applicants for the City Administrator position. Keating also wanted to thank the city for a very nice Christmas Party.

Alderman Brown wanted to make sure that the city would be reimbursed for engineering fees once the city has the IEPA loan.

POLICE CHIEF'S REPORT: Chief Carter reported that the "shop with a cop" was very successful.

SUPERINTENDENT'S REPORT: NONE

Closed Session – Real Estate, Property Acquisitions – 5 ILCS 120/2 (c) (5)

A motion was made by Alderman Hayes, and seconded by Alderman Miller @ 8:04p.m. to go into Closed Session – 5 ILCS 120/2 (c) (5) roll call vote was taken and all present voted yes.

A motion was made by Alderman Reed, seconded by Alderman Hayes to adjourn Closed Session at 9:27p.m.

A motion was made by Alderman Hayes and seconded by Alderman Keating to adjourn the meeting @ 9:27p.m.

Respectfully Submitted by:

Pamela Harlan

Monticello City Council

January 25, 2016

Mayor Stoner led the Council in the Pledge of Allegiance.

ROLL CALL: Present: Wendall Brock, Larry Stoner, Joe Brown, John Miller, Cochran Keating, Lyle Murdock, Tom Reed, Seth Melton
Also present: Supt. Allsop

PUBLIC PARTICIPATION

Maynard Suhre wanted to let the council know he is in support of the new high school but thinks it is important for the City and school to consider having more than one road to access the facilities. He is concerned for the safety of the students and the staff, and feels only one access road could put them in jeopardy.

Lynn Simon gave a farewell to City Superintendent Allsop and thanked him for all his hard work over the years. She was very appreciative for the time he spent with her explaining city projects.

Consent Agenda - Approval of Documents and Action Items as Listed:

- a) Claims Report (claims dated January 12, 2016 through January 25, 2016)
- b) Meeting Minutes – PZB October 19, 2015 - PZB December 3, 2016
- c) Treasurers Report – December 31, 2015
- d) Building Permit Report – December 2015
- e) Budget Report –December, 2015

Mayor's Report: Mayor Stoner commended the Public Works crew for the good job on snow removal. The CIMOA meeting will be Thursday January 28 in Paxton. The City Administrator interviews will take place Saturday January 30, 2016. There is also a group of stakeholders that will interview the candidates. The stakeholders will be Vic Zimmerman, Gary Huisinga, Dale Lattz, Chris Sanantonio, Carole Hawkins, and Paul Spangler.

Old Business: None

New Business: Public Hearing for Annual Appropriation: No public comments

Ordinance 2016-02 FY 2016 Annual Appropriation Ordinance. The Appropriation is based on the previously approved fiscal year budget. A motion was made by Alderman Hayes to approve Ordinance 2016-02 and seconded by Alderman Brock, a voice vote was taken and the motion carried with 7 voting to approve, and Alderman Brown voting against.

Resolution 2016-03 – WWTP Amendment to Engineering Agreement

This resolution amends the original wastewater treatment plant project engineering agreement and directs the project engineers to move forward with construction permitting. Alderman Keating made a motion to table the resolution until a new City Administrator has been hired. A voice vote was taken, and did not pass. Alderman Hayes asked Mr. Keiser how the contracted amount was calculated and he indicated it was an hourly rate with a not to exceed amount. Mr. Keiser expects the bid date to be July 1st with notice to award the project sometime in September or October. A motion was made by Alderman Hayes to approve Resolution 2016-03 and seconded by Alderman Melton. A voice was taken and the motion passed with 7 voting for and Alderman Brown voting against.

Resolution 2016-04 – Acceptance of Donation of First Mid Bank Building and Parking Lot at 100 E. Washington This resolution accepts a donation of the First Mid Bank building and parking lot in “as is” condition. Proceeds from the lease or sale of the building will be used to create a Revolving Loan Program for gap funding for Monticello Businesses. Alderman Brown suggested having a clause added to the resolution that specified a time frame in which the City would auction the building if not sold. The city attorney indicated that could be added at a later date if desired. A motion was made by Alderman Keating to approve Resolution 2016-04 and seconded by Alderman Hayes. A voice was taken and the motion passed with 7 voting for and Alderman Brown voting against.

Ordinance 2016-05 – Minor Subdivision Approval – Alexander Estates

This ordinance allows a 14.262 acre parcel to be subdivided into two Piatt County A-1 zoned residential parcels. Alderman Hayes clarified where the property was located behind Lodge Park. A motion was made by Alderman Hayes to approve Resolution 2016-05 and seconded by Alderman Miller. A voice was taken and the motion passed with all Aldermen voting for.

Resolution 2016-06 – Appropriation of MFT Funds for Old Route 47 Bridge Study

This resolution appropriates MFT funds to be used for a study to explore options and cost estimates to demolish and replace the city-owned bridge located on Old Route 47. A motion was made by Alderman Hayes to approve Resolution 2016-06 and seconded by Alderman Reed. A voice was taken and the motion passed with all Aldermen voting for.

Monticello Sage Airport – Update Only

Superintendent Allsop provided information regarding the airports history, and the status of the land they are currently leasing. The land owners are not interested in renewing the lease so they are looking in to what options are available. If no action is taken the airport will close in 2019.

Aldermen’s Reports – Alderman Brown provided information on police pension rankings in the State of Illinois. Alderman Melton would like to put a one year time frame on the First Mid Project. Alderman Keating suggested Alderman Brown meet with the Joanne Hodges from the Police Pension Board, and Maura to put the police pension issue to rest. The Mayor did not feel that was necessary. He also would like an engineering study done for Lincoln school and the Wilke complex so the council knows what it would cost to upgrade the facilities. Alderman Hayes and Alderman Miller thanked Supt. Allsop for his service and wished him the best in his retirement. Alderman Murdock was happy to see the Public Works crew investigating the storm sewers around his home and the high school.

Police Chief’s Report – Congratulated Supt. Allsop in his retirement and indicated it had been a pleasure working with him.

City Superintendent’s Report – Thanked the City for the opportunity to be a part of a great community.

A motion was made by Alderman Hayes and seconded by Alderman Miller to go in to closed session.

A motion was made by Alderman Hayes and seconded by Alderman Reed to adjourn the meeting at 8:30 p.m.

Respectfully Submitted by,

Maura Metcalf
Deputy City Clerk

Monticello Police Department Monthly Report

January 2016

To: Honorable Mayor Larry Stoner and City Council Members

From: Chief John Carter

Date: February 15, 2016

Criminal Offenses	21	Downtown foot patrols	34
Follow-up Investigations	9	Vacation checks	29
911 Calls	6	Traffic tickets	26
Written Warnings	17	Public Service Details	19
Verbal Warnings	56	Assisted Other Law Enforcement	22
Ordinance Violations	2	Accident Reports	9
Ambulance assist	17	Fire Department Assist	6

Police Department Information for the month of January 2016

Respectfully submitted,



John Carter
Chief of Police

Cc: Joe Brown Tim Hayes Seth Melton Wendall Brock
John Miller Cochran Keating Lyle Murdock Tom Reed

**CITY OF MONTICELLO
FIRE DEPARTMENT REPORT**

Month: Jan-16

P = Present; E = Excused; A = Absent; W = Work; V = Vacation

Chief R. Dubson	<u>P</u>	<u>P</u>	<u>P</u>	Dennis Sebens	<u>P</u>	<u>E</u>	<u>E</u>
Bart Baker	<u>P</u>	<u>E</u>	<u>E</u>				
Brett Baker	<u>P</u>	<u>P</u>	<u>E</u>	Jed Mackey	<u>P</u>	<u>P</u>	<u>P</u>
Tom Bates	<u>P</u>			Rob Prather	<u>P</u>	<u>P</u>	<u>E</u>
Tim Clifton	<u>P</u>	<u>P</u>	<u>E</u>	Matt Dyer	<u>W</u>	<u>W</u>	<u>W</u>
Brandon Dubson	<u>P</u>	<u>P</u>	<u>P</u>	Mark Mackey	<u>E</u>	<u>P</u>	<u>E</u>
Bryce Dubson	<u>P</u>	<u>P</u>	<u>P</u>	Cole Hunt	<u>P</u>	<u>P</u>	<u>P</u>
Jeremy Dunlap	<u>P</u>	<u>E</u>		Brian Morrow	<u>P</u>	<u>P</u>	<u>E</u>
Brad Hettinger	<u>P</u>	<u>E</u>	<u>P</u>	Adam Culp	<u>P</u>	<u>P</u>	<u>E</u>
John Rupkey	<u>P</u>	<u>P</u>	<u>P</u>	Bill Kallembach	<u>P</u>	<u>W</u>	<u>W</u>

Week 1 - Kirby Tour - Kirby Ambulance brought ambulance to station and went over where everything

is stored in all compartments.

Week 2 -

SCBA training/maintenance. Serviced all air packs and replaced batteries in air packs, checked air bottles

Week 3 -

Maintenance on all trucks and power tools.

Week 4 -

Fire Calls: 4 **Medical Calls:** 19 **Water Used:** 5,000 Gallons
Accident: 3 **Public Assist:** 0 **Alarms:** 4 **Spills:** 0
Truck Runs: **Engine 1:** 2 **Engine 3:** 8 **Rescue 1:** 24

Squad 1: 3

Call Summary: 30 calls for the month of January. One truck on fire in City shed. Generator at Carle smoking, a ballast on light fixture smoking and an outlet shorted out in floor of house.

City of Monticello, Illinois
Resolution 2016-08
Old Illinois Route 47 Watermain and Sanitary Sewer Extension
(Greenapple Lane to Bridge Street and Greenapple Lane to Interstate 72)

BE IT RESOLVED that the cost of constructing the watermain extension along Old Illinois Route 47 from Greenapple Lane to and under Bridge Street and that the watermain and sanitary sewer extensions under Old Illinois Route 47 from Greenapple Lane to Interstate 72 will be paid wholly from monies of the City of Monticello, not State grants or loans, Federal grants or loans, or any combination thereof. Further, the City of Monticello will not be reimbursed or paid, either in whole or in part, by any person.

Passed this 22nd day of February, 2016.

Clerk of the City of Monticello, Piatt County, Illinois

AYES: _____

NAYES: _____

ABSENT: _____

Approved by the Mayor of the City of Monticello, Piatt County, Illinois, this 22nd day of February, 2016.

Mayor of the City of Monticello, Piatt County, Illinois

ATTEST:

Clerk of the City of Monticello, Piatt County, Illinois

ORDINANCE No. 2016-09
ORDINANCE
OF THE CITY OF MONTICELLO
CREATING THE POSITION OF CITY ADMINISTRATOR

WHEREAS, the Mayor and City Council of the City of Monticello find and determine that is in the best interest of the City to create within the City government the position of City Administrator and to set forth the duties of such office;

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Monticello, that Title III, "Administration," Chapter 31, "City Officials", Section 31, "Superintendent of City Services" of the Code of Ordinances of the City of Monticello is hereby amended to read as follows:

§31.31 CITY ADMINISTRATOR

(A) *Creation of office.* There is hereby created the Office of City Administrator, an executive office of the City. The City Administrator shall be appointed by the Mayor, with the advice and consent of the City Council.

(B) *Qualifications; Residency.* The City Administrator must be capable of performing all duties as set forth herein. Within six months of appointment, or such other time period as the Mayor may determine, the City Administrator shall establish residency within the City.

(C) *Bond.* Before entering upon his or her duties of office, the City Administrator shall execute a bond in the amount of \$50,000 conditioned upon the faithful performance of his or her duties. The bond shall be filed with the City Clerk. The cost of the bond shall be paid for by the City.

(D) *Compensation.* The City Council shall fix the salary of the City Administrator in the annual appropriation ordinance. The salary shall neither be increased nor diminished during the fiscal year in which the appropriation is made. In addition to the conditions set forth herein, the terms and conditions of employment of the City Administrator may be further determined by a contractual agreement.

(E) *Duties.* The City Administrator shall be the chief administrative officer of the City and shall be responsible to the Mayor and to the City Council for the management and operation of all of the departments and personnel of the City. The City Administrator shall perform the following duties, in addition to such other duties as may be prescribed by the Mayor and City Council:

- (1) Supervision of the Director of Public Works, Building Inspector, Director of Economic Development, Recreation Director, and administrative office staff.
- (2) Preparation of or the delegation of the preparation of meeting agendas, correspondence, reference materials, and studies for City Council meetings and Planning and Zoning Board meetings.
- (3) Promotion of economic development in the City by working with the Director of Economic Development and Economic Development Advisory Committee, local service organizations, and citizens' groups;
- (4) Supervision of insurance policies, insurance reports, and serving as Risk/Claim Manager for IML Risk Management insurance or such other insurance company as the City Council may determine.
- (5) Serve as liaison with City residents, visitors, and media, engineering firms, contractors, City Attorney, City Fire Chief, ESDA Coordinator, county and other local municipal governments and cooperative groups and others as assigned by the Mayor;
- (6) Implement actions and policies as directed by the Mayor and City Council.
- (7) Maintain regular office hours as published in the personnel manual or as assigned by the Mayor and City Council;
- (8) Prepare all grant applications for the City collaborating with City staff and City Attorney and supervise all grant funded programs.
- (9) Negotiate agreements, contracts, and arrangements pertinent to the operation of the City as authorized by the Mayor and City Council;

- (10) Examine City ordinances, resolutions, and agreements and advise various committees of necessary revisions and updates;
- (11) Evaluate performance of all City personnel and committees and provide guidance as needed;
- (12) Attend all City Council, committee and board meetings or delegate a responsible alternate, unless excused by the chairperson, and provide input as necessary;
- (13) Coordinate the annual budgeting process through the Council committees and work with the City Treasurer to implement and control the budget;
- (14) Oversee franchises, leases, licenses, contracts, permits, and privileges granted by the City;
- (15) Act as the purchasing agent for the City and issue a purchase order for any and all purchases over \$50;
- (16) Be responsible for the care, custody and maintenance of City property; maintain an inventory of all real and personal property of the City.
- (17) Oversee employment, hiring, promotion, demotion, discipline and discharge decisions (except as to employees under the jurisdiction of the Board of Fire and Police Commissioners,) personnel evaluations, pay recommendations, training, vacations, sick leave, and overtime;
- (18) Act as budget director. As such, he or she shall review monthly financial reports and capital expenditures for budgets. He or she shall consult with the City Treasurer and department heads to examine and verify receipts, bills, and expenditures.
- (19) *Economic Development Director and Recreation Director.*
 - (a) With the advice and consent of the City Council the City Administrator shall hire an Economic Development Director and a Recreation Director as department heads within the office of the City Administrator.

(b) Before terminating the Economic Development Director or Recreation Director the City Administrator shall consult with the Mayor and City Council.

(20) *Employees; Chain of Command.* The City Administrator shall hire such assistants and other personnel as may be authorized by the City Council necessary to carry out the work of the City. All employees of City shall perform their duties subject to the orders and under the supervision of the City Administrator. No elected official of the City shall dictate the appointment of any person to, or the removal of any person from, employment with the City. Elected officials shall not give any orders to any subordinates of the City Administrator.

(21) The City Administrator shall act as a public hearing officer under the Public Safety Employee Benefits Act. The decision of the City Administrator shall be a final administrative decision and may be appealed to the Circuit Court under the Administrative Review Act.

BE IT FURTHER ORDAINED, that his ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED this 22nd day of February, 2016

VOTE: _____

AYES: _____

NAYS: _____

ABSTAIN: _____

APPROVED this 22nd day of February, 2016.

Mayor

ATTEST:

City Clerk

RESOLUTION No. 2016-10

**RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF MONTICELLO
APPROVING CONTRACT FOR CITY ADMINISTRATOR**

WHEREAS, the City Council of the City of Monticello hereby determines that it is in the best interest of the City to authorize the Mayor to appoint a person to fill the office of City Administrator,

WHEREAS, the Mayor has determined to appoint Robert Mahrt to fill the office of City Administrator, in accordance with §31.31 of the City Code; and

WHEREAS, in order to define the terms of employment of Robert Mahrt the City Council deems it necessary and appropriate to enter into the attached City Administrator Employment Contract, which is hereby incorporated herein as though fully set forth;

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Monticello that the Mayor and City Clerk are authorized and directed to execute the attached City Administrator Employment Contract.

PASSED this 22nd day of February, 2016.

VOTE:

AYES: _____

NAYS: _____

ABSTAIN: _____

APPROVED this ____ day of _____, 2016

Mayor

ATTEST:

City Clerk

CITY OF MONTICELLO
CITY ADMINISTRATOR EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this 22nd day of February 2016, by and between the City of Monticello, a municipal corporation, (hereinafter called “City”), and Robert Mahrt (hereinafter called “Employee”), both parties agreeing as follows:

WHEREAS, it is the desire of the Mayor and City Council to employ the services of the Employee in the position of City Administrator of the City of Monticello.

WHEREAS, it is the desire of the Mayor and the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the Employee; and

WHEREAS, it is the desire of the City to secure and retain the services of the Employee and to provide inducement for him to remain in such employment; and

WHEREAS, the Employee desires to enter into a contractual arrangement with the City for the position of City Administrator.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows.

1. Duties: The City hereby agrees to employ the Employee as City Administrator of the City of Monticello in accordance with all of the provisions of the Illinois Municipal Code and the City Code which relate to the performance of that office.

2. Term: The provisions of this Agreement shall commence upon appointment of Employee by the Mayor and confirmation of that appointment by a majority of the City Council voting in open session, pursuant to 65 ILCS 5/3.1-30-5(11). The Employee shall serve at the pleasure of the Mayor. This Agreement may be terminated as provided in Section 11 hereof.

3. Salary: The initial annual salary shall be \$90,000.00, paid in accordance with City's normal and ordinary payroll practices for other City employees. Nothing in this contract, however, shall be construed to prevent the Council from increasing Employee's salary if the Council determines that Employee has performed to the Council's satisfaction and that additional compensation is warranted.

4. Hours of Work: It is recognized that the Employee must devote a great deal of time outside the normal office hours to the business of the City and to that end, the Employee will be allowed to take reasonable administrative time off as he shall deem appropriate during said normal business office hours; provided, however, that day-to-day supervision of City staff and employees is an essential part of the Employee's duties and shall be a factor in Employee's evaluation under §10 of this Agreement.

5. Outside Activities: The Employee shall not spend more than ten (10) hours per week in self-employed or outside compensated teaching, counseling or other non-City related business without the prior approval of the Council, such activities to be conducted on the Employee's personal time.

6. Working Facilities: The Employee shall be furnished with working facilities and services suitable to his position and adequate for the performance of his duties.

7. Employee Benefits: In addition to the annual Salary as set forth above, Employer shall provide Employee the following benefits:

A. Vacation: Employee is, as of the commencement of this Agreement and on each January 1st hereafter (said date being the beginning of the fiscal year), immediately entitled to and vested with three weeks of vacation time per year. Based on the employee's years of municipal government service, consideration shall be given to

increase vacation time upon future renewal or extension of the Employment Contract. Employee shall schedule all vacation time in excess of two consecutive business days subject to advance approval by the Mayor. In addition, Employee shall receive 3 Personal Days per Year and shall be permitted to accrue and accumulate unused sick days. In all other respects, Employee shall receive holiday, bereavement, and other leave and benefits in the same number and manner as these are provided to other senior exempt personnel.

C. Health Insurance: The City shall provide the same health insurance package as it provides to other employees.

D. FICA/IMRF Contributions: City shall make appropriate contributions for the benefit of Employee under the F.I.C.A. and Illinois Municipal Retirement Fund.

E. Moving Expenses. Employer shall pay Employee's cost of moving to meet the residency requirement provided in §31.31(B) of the City Code, up to a maximum of \$1,500.00.

8. Professional Development: City encourages Employee to participate in the activities of professional organizations to the extent that such involvement will be beneficial to the performance of the Employee as City Administrator. In this regard, City shall pay the annual membership dues for Employee for such organizations as City and Employee shall agree. City reserves the right, in lieu of paying the cost of an individual membership for Employee, to secure any such memberships in the name of and for the City of Monticello in such organizations. Employee may attend locally conducted professional organization meetings, seminars and workshops which in his judgment will be beneficial to the City and to his performance as City Administrator. City shall reimburse Employee all reasonable expenses he shall incur in

attending such activities. With prior approval of the Mayor, Employee may attend one Illinois and one National conference of a professional organization whose activities are related to municipal government or management; and City shall pay all reasonable costs and expenses necessary for Employee to attend such conferences to a maximum total to twenty-five hundred dollars (\$2,500) for both conferences combined, in accordance with applicable City ordinances from time to time in effect.

9. Indemnification: City agrees to indemnify and defend the Employee in the manner required by State law and to pay the full cost of any fidelity or other bond required of the Employee.

10. Evaluation: Employee's job performance will be evaluated no later than six months and periodically thereafter under the direction of the Mayor with the assistance of one City Alderman. Employee shall be evaluated using, in part, those goals mutually agreed to in writing by Employee and the City prior to the start of each year of this Agreement. Based upon the evaluation of the Employee's performance, the City shall consider whether to extend the Employee's contract and/or whether to give Employee a merit-based increase in salary for the following year (in addition to any increases provided in the salary schedule). Thereafter for the duration of this Agreement and as applicable, the Mayor, with the advice of the City Council, shall establish and deliver, prior to April 4 of each calendar year, the general performance targets and/or goals and objectives for the Employee for that year. Employee and the Mayor shall meet to come to an agreement upon said goals and, as the Term of this Agreement is extended, added to and incorporated into this Agreement for the relevant time period. The determination of Employee's job performance for purposes of increases in base salary shall be measured in part on Employee's achievement of these performance targets and goals and objectives as determined by

a majority of the City's Corporate Authorities. The Mayor and Council may use these evaluations in deciding annual compensation and whether to renew this contract. Upon completion of such evaluation, either the Employee or City may request and receive a conference, at a mutually convenient date and time, to discuss such evaluation and aspects related thereto.

11. Removal from office:

A. Notwithstanding anything contained herein to the contrary, the Employee may be removed from office and this Agreement may be terminated as follows:

- i. By mutual agreement of the parties hereto;
- ii. By the resignation, abandonment of office or death of the Employee;
- iii. By removal by the Mayor pursuant to 65 ILCS 5/3.1-35-10.

B. If the Employee is removed without cause, the City shall pay the Employee Severance Benefits in the form of

- a lump sum cash payment equal to six (6) months base salary;
- all earned vacation and other accrued benefits to date, calculated at the rate of pay in accordance with personnel rules applicable to management employees;
- Employer shall pay the cost to continue Employee and his dependents in the City's health care insurance plan without reduction of benefits for a period of six (6) months.

C. If the Employee is removed for just cause, then the Employee shall not be entitled to any of the Severance Benefits set forth above.

i. Removal for Just Cause.

As used in this Agreement, “just cause” refers to some substantial shortcoming that makes the Employee’s continued employment detrimental to the discipline and efficiency of the City and something which law and sound public opinion recognize and good reason for the employee no longer occupying the office of City Administrator, including but not limited to, the following:

- Conviction of a felony under State or Federal Law, or conviction of a misdemeanor involving moral turpitude or official misconduct defined under State Law.
- Violating any ordinance, regulation, order, policy or rule of the City, or failing to obey any lawful direction given to him by the Mayor when such violation or failure to obey amounts to insubordination or serious breach of discipline that may reasonably be expected to result in lower morale in the organization or to result in loss, inconvenience, or injury to the City or the public.
- Deliberately and improperly using, destroying or damaging City, public or employee property.
- Falsifying personnel or other City records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record or application required in connection with one's employment.

- Providing information to the City Council that Employee knows or reasonably should know to be false or misleading.
- Intentionally furnishing false information to the City for records or on a request for leave.
- Making false claims or misrepresentations in an attempt to obtain accident benefits, worker's compensation, or unemployment insurance benefits.
- Possessing or using firearms, explosives or weapons on City property without prior authorization.
- Stealing City or employee property.
- Unlawful, immoral, indecent or otherwise clearly inappropriate conduct or behavior, either on or off the job, which is of such a nature that a reasonable person would conclude that it would have the effect of materially adversely affecting Employee's ability to perform the essential functions of his position, or his relationship with fellow workers, or his or the City's reputation or good will in the community.
- Taking for personal use a fee, gift or other thing of value in the course of his duties or in connection with performing such duties, if unlawful under the Gift Ban Act, without reporting its receipt to the City Council.
- Using, possessing or selling illegal drugs and/or controlled substances.

- Reporting to work or being on City property while legally intoxicated by alcoholic beverages, marijuana or under the influence of illegal drugs and/or controlled substances.
 - The persistent failure to properly perform the essential responsibilities and duties of his position despite notice from the Mayor of such deficiencies and a reasonable opportunity to correct same.
 - Failing to return from an authorized leave of absence on the scheduled return date without prior notice to and approval from the Mayor or for other valid reason authorized by law.
 - Materially violating any policy contained in the Personnel Policy Handbook.
 - Violating the City's Equal Opportunity or Sexual Harassment Policies.
 - Death; or any disability that prevents Employee from performing the essential functions of his job with reasonable accommodation following the expiration of any disability leave or any other applicable leave required or permitted to be given to City employees under the City's Personnel Policy Handbook or under applicable law.
- ii. Hearing. Notwithstanding the foregoing, except for removal as the result of a conviction of a felony under State or Federal Law, conviction of a misdemeanor involving moral turpitude or official

misconduct defined under State Law or death, the Employee shall not be disqualified from receiving Severance Benefits upon removal without having first being given a written statement of the reasons for the denial of Severance Benefits and affording him a reasonable opportunity to respond in writing, or in person to the reasons given for the denial of benefits at a closed session of the City Council. Employee will have no right of appeal from any such disqualification for Severance Benefits, but reserves all other rights and remedies available to him under law not inconsistent with the terms of this Agreement.

13. Waiver of Breach: The waiver by City of a breach of any provision of this contract by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

14. Only Agreement: This Agreement shall reflect all of the negotiations of the parties and shall supersede all other earlier agreements or promises.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by its City Clerk and the Employee has signed and executed this Agreement by adding his name hereto.

City of Monticello

Mayor

ATTEST:

City Clerk

Employee

ORDINANCE No.2016-11

**ORDINANCE
OF THE CITY OF MONTICELLO
AUTHORIZING SALE OF SURPLUS PERSONAL PROPERTY**

WHEREAS, the City of Monticello is the owner of certain personal property, hereinafter described; and

WHEREAS, the City Council of the City of Monticello hereby determines, pursuant to 65 ILCS 5/11-76-4, that such property is no longer necessary or useful to, or for the best interests of the City (“Surplus Property”);

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Monticello as follows.

Section 1. The foregoing recitals are incorporated herein as though fully set forth.

Section 2. The Mayor shall designate in writing a member of the City staff (“Designee”) and direct the Designee to dispose of the Surplus Property in the manner provided by law, *viz.*,

- (a) 1999 International Rescue Truck, VIN: 1HTSDAAN1XH688537, to be sold to a broker selected by the Designee for the highest reasonable price.
- (b) 1983 Spartan Pumper Truck, VIN: S29RT6F06DC423542, to be sold to a broker selected by the Designee, with the understanding that the vehicle has value only for scrap or parts.
- (c) 2008 Chevrolet Impala, VIN: 2G1WS553581336921, to be auctioned by the Designee by any appropriate method, including by EBay.

Section 3. The Designee shall immediately deliver the proceeds of the sale of the Surplus Property to the City Treasurer with an accounting therefore, for deposit to the General Fund of the City.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED this 22nd day of February 2016.

VOTE

AYES: _____

NAYS: _____

ABSTAIN: _____

APPROVED this 22nd day of February, 2016

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 12

**AN ORDINANCE AUTHORIZING A
MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act; and,

WHEREAS, the Mayor/President and the Council/Board of Trustees of

City of Monticello

have determined that it is in the best interests of this unit of local government and its residents to enter into the Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary

functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor/President and Council/Board of the City of Monticello
Piatt County, Illinois as follows:

SECTION ONE: That the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Agreement, a copy of said agreement being attached hereto and being made a part hereof.

ADOPTED this 22 day of February 2016, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Mayor/President

ATTEST:

Clerk/Secretary

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

SECRETARY/CLERK'S CERTIFICATE

I, Pam Harlan, the duly qualified and acting Secretary/Clerk
of the City of Monticello,
Platt County, Illinois, do hereby certify that attached hereto is a true
and correct copy of an Ordinance entitled:

ORDINANCE NO. 12

**AN ORDINANCE AUTHORIZING A
MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

which Ordinance was duly adopted by said Council/Board at a meeting held on the 22nd
day of February, 2016.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with the requirements of the Illinois Open
Meetings Act and its own policies, rules or regulations concerning the holdings of
meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of
February, 2016.

Secretary/Clerk

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determine that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophies, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. "Division": The geographically associated Member Units or unit which has been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The governing body of MABAS comprised of Division representatives .

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services are requested according to the system maintained by MABAS;
 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;

4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions :

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.
3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.
4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.
5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; Once thirty (30) days pass, the aid shall be considered to be a donation of service.
6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage , including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability

payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such

notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by-laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity

President or Mayor

Date

ATTEST:

Title

Signature

Date