



## 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 September 27, 2016 Through October 11, 2016

Documents:

[CLAIMS 9.27.16 THROUGH 10.11.16.PDF](#)

#### 3.2. Meeting Minutes

Regular City Council: August 8, 2016, September 26, 2016

Documents:

[CITY COUNCIL MEETING MINUTES 8.8.16.PDF](#)  
[CITY COUNCIL MEETING MINUTES 9.26.16.PDF](#)

#### 3.3. Permit Report - September 2016

Documents:

[BUILDING PERMITS \(SEPTEMBER 2016\).PDF](#)

#### 3.4. Fire Report - September 2016

Documents:

[FIRE REPORT SEPT 16.PDF](#)

### 4. Mayor's Report

### 5. Old Business

### 6. New Business

#### 6.1. State Bank Of Bement Presentation

#### 6.2. Resolution 2016-65 Resolution Approving Amendment #1 To The Professional Services Agreement With Fehr Graham (Above Ground Tank Rehabilitation

**Project).**

Documents:

[CC MEMORANDUM ENGINEERING AMENDMENT.PDF](#)  
[RESOLUTION 2016-65 ENGINEERING AMENDMENT A FEHRGRAHAM.PDF](#)  
[AMENDMENT 1 10-5-16.PDF](#)  
[AJK13-931\\_SIGNED WORK ORDER.PDF](#)

**6.3. Resolution 2016-66 Approving Loan Resolution For The Wastewater Treatment Plant Upgrade Project In The Amount Of \$9,000,000.**

Documents:

[CC MEMORANDUM \(USDA LOAN RESOLUTIONS\).PDF](#)  
[RESOLUTION NO. 2016-66.PDF](#)

**6.4. Resolution 2016-67 Approving Loan Resolution For The Wastewater Treatment Plant Upgrade Project In The Amount Of \$5,285,000**

Documents:

[RESOLUTION NO. 2016-67.PDF](#)

**6.5. Resolutin 2016-68 A Resolution Approving The Engagement Of Economic Development Resources, L.L.C. For Coordination Assistance For Request For Proposals (100 W. Washington Street).**

Documents:

[2016-68 MEMO.PDF](#)  
[2016-68.PDF](#)

**7. Aldermen's Report**

**8. Police Chief's Report**

**9. City Administrator's Report**

Documents:

[CC MEMORANDUM \(CA REPORT 10.11.2016\).PDF](#)

**10. 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
<b>GENERAL FUND</b>				
<b>ADMINISTRATION</b>				
U.S. BANK EQUIPMENT FINANCE	COPIER LEASE	416.21	.00	01-51144-00
WEX BANK	FUEL	171.60	.00	01-51161-00
FASPRINT	SHIPPING	44.95	.00	01-51164-00
OFFICE DEPOT	OFFICE SUPPLIES	145.77	.00	01-51164-00
OFFICE DEPOT	OFFICE SUPPLIES	19.59	.00	01-51164-00
ROGARDS OFFICE PLUS	OFFICE SUPPLIES	149.33	.00	01-51164-00
INTEGRATED PEST MANAGEMENT	PEST CONTROL/MUN.BLDG	40.00	.00	01-51171-01
AREA-WIDE TECHNOLOGIES	COMPUTER SUPPORT	96.90	.00	01-51171-04
INTEGRATED PEST MANAGEMENT	PEST CONTROL LC	65.00	.00	01-51171-07
MONTICELLO APPLIANCE REPAIR	LIVINGSTON CENTER REPAIRS	148.00	.00	01-51171-07
BILL ABBOTT INC	CAR REPAIR	711.45	711.45	01-51172-04
VERIZON WIRELESS	GIS	38.03	.00	01-51172-04
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	155.84	.00	01-51173-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	7.64	.00	01-51173-00
AMEREN IP	ELECTRIC/GAS	398.51	.00	01-51175-00
MEDIACOM	CABLE SERVICE	15.20	.00	01-51175-00
AMEREN IP	ELECTRIC/GAS	289.92	.00	01-51175-01
BROWN, JOE	IML MILEAGE/PARKING REIMBURSEMENT	285.24	.00	01-51176-00
MCFARLAND, CALLIE	MILEAGE CJM	406.08	.00	01-51176-00
B & A SCREEN PRINTING	SAFETY GEAR	755.34	.00	01-51178-01
Total ADMINISTRATION:		4,360.60	711.45	
<b>POLICE</b>				
B & A SCREEN PRINTING	UNIFORMS	44.00	.00	01-51334-00
RAY O'HERRON	UNIFORMS	302.62	.00	01-51334-00
WEX BANK	FUEL	817.06	.00	01-51361-00
PETTY CASH	POLICE SUPPLIES	10.00	10.00	01-51364-00
MONTICELLO TRUE VALUE	POLICE SUPPLIES	76.63	.00	01-51364-01
INTEGRATED PEST MANAGEMENT	PEST CONTROL POLICE	40.00	.00	01-51371-01
U.S. BANK EQUIPMENT FINANCE	COPIER LEASE	458.40	.00	01-51371-02
MONTICELLO BUMPER TO BUMPER	SQ CAR MAINT	12.99	.00	01-51371-05
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	155.59	.00	01-51373-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	7.64	.00	01-51373-00
AMEREN IP	ELECTRIC/GAS	646.97	.00	01-51375-00
AREA-WIDE TECHNOLOGIES	COMPUTER SUPPORT	1,023.95	.00	01-51375-05
COMMUNICATIONS REVOLVING FUND	IWIN	456.18	.00	01-51375-05
CAMPION BARROW & ASSOCIATES	POLICE TESTING/KIEFER	415.00	.00	01-51377-00
PETTY CASH	POLICE SUPPLIES	7.75	7.75	01-51378-01
Total POLICE:		4,474.78	17.75	
<b>FIRE</b>				
CHEMCO INDUSTRIES INC	MISC SUPPLIES	205.07	.00	01-51443-00
MONTICELLO TRUE VALUE	FIRE SUPPLIES	24.98	.00	01-51443-00
MOORE MEDICAL	OXYGEN SUPPLY	51.00	.00	01-51443-00
ROGARDS OFFICE PLUS	OFFICE SUPPLIES	40.99	.00	01-51443-00
WEX BANK	FUEL	138.27	.00	01-51461-00
GLOBAL EMERGENCY PRODUCTS	TRUCK MAINTENANCE	1,606.48	.00	01-51471-02
GLOBAL EMERGENCY PRODUCTS	TRUCK MAINTENANCE	938.96	.00	01-51471-02
AIRWELD	OXYGEN REFILL	72.00	.00	01-51472-04
DUBSON HEATING A/C REFRIG	ICE MACHINE REPAIRS	22.84	.00	01-51472-04

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
VERIZON WIRELESS	CELL PHONE	56.10	.00	01-51472-04
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	13.85	.00	01-51473-00
<b>Total FIRE:</b>		<b>3,170.54</b>	<b>.00</b>	
<b>PUBLIC WORKS</b>				
JOHN DEERE FINANCIAL	MISC SUPPLIES	57.69	.00	01-51543-00
MENARDS-CHAMPAIGN	MISC SUPPLIES	44.99	.00	01-51543-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	12.50	.00	01-51543-00
WEX BANK	FUEL	2,110.18	.00	01-51561-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	54.42	.00	01-51564-00
PETTY CASH	MISC SUPPLIES	11.75	11.75	01-51564-00
ROGARDS OFFICE PLUS	OFFICE SUPPLIES	27.11	.00	01-51564-00
COUNTRY ARBORS NURSERY INC	BEAUTIFICATION	245.80	.00	01-51564-08
MONTICELLO TRUE VALUE	BEAUTIFICATION	56.92	.00	01-51564-08
SPORT REDI-MIX	MISC SUPPLIES	336.80	.00	01-51564-11
MONTICELLO TRUE VALUE	MISC SUPPLIES	12.93	.00	01-51571-01
BOBCAT OF CHAMPAIGN LLC	MINI EXCAVATOR	268.98	.00	01-51571-02
JOHN DEERE FINANCIAL	MISC SUPPLIES	413.84	.00	01-51571-02
MARTIN EQUIPMENT OF IL	VEHICLE MAINTENANCE	107.68	.00	01-51571-02
MONTICELLO BUMPER TO BUMPER	VEHICLE MAINT.	364.12	.00	01-51571-02
MONTICELLO TRUE VALUE	MISC SUPPLIES	57.38	.00	01-51571-02
RUSH TRUCK CENTER	MISC SUPPLIES	26.96	.00	01-51571-02
SMITH AND LOVELESS INC	TIRES	409.02	.00	01-51571-02
MONTICELLO TRUE VALUE	MISC SUPPLIES	10.35	.00	01-51571-08
ROGERS COMPLETE CONCRETE CO	CONCRETE	60.00	.00	01-51571-08
HENDRIX TREE & LAWN SERVICE	EMERGENCY STORM DAMAGE	1,500.00	.00	01-51572-05
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	13.85	.00	01-51573-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	7.64	.00	01-51573-00
AMEREN IP	ELECTRIC/GAS	669.87	.00	01-51575-00
AMEREN IP	ELECTRIC/GAS	7,250.39	.00	01-51575-02
AMEREN IP	ELECTRIC/GAS	112.71	.00	01-51575-03
<b>Total PUBLIC WORKS:</b>		<b>14,243.88</b>	<b>11.75</b>	
<b>RECREATION</b>				
WEX BANK	FUEL	135.16	.00	01-51661-00
MONTICELLO HIGH SCHOOL	CONCESSIONS	609.36	.00	01-51665-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	77.59	.00	01-51671-05
R P LUMBER CO INC	MISC SUPPLIES	8.37	.00	01-51671-05
MONTICELLO TRUE VALUE	MISC SUPPLIES	82.46	.00	01-51671-07
AMEREN IP	ELECTRIC/GAS	64.54	.00	01-51675-01
AMEREN IP	ELECTRIC/GAS	155.28	.00	01-51675-02
AMEREN IP	ELECTRIC/GAS	127.46	.00	01-51675-03
AMEREN IP	ELECTRIC/GAS	185.03	.00	01-51675-04
ILLINOIS PORTABLE TOILETS	PORTABLE TOILET	85.00	.00	01-51678-12
PETTY CASH	SENIOR SUPPLIES	15.28	15.28	01-51678-17
<b>Total RECREATION:</b>		<b>1,545.53</b>	<b>15.28</b>	
<b>AQUATIC CENTER/POOL</b>				
SCHWAN'S HOME SERVICE	POOL CONCESSIONS	63.76	63.76	01-51765-00
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	13.85	.00	01-51773-00
AMEREN IP	ELECTRIC/GAS	555.44	.00	01-51775-00
<b>Total AQUATIC CENTER/POOL:</b>		<b>633.05</b>	<b>63.76</b>	

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
<b>CAPITAL IMPROVEMENTS DEPT</b>				
KOSS CONSERVATION SERVICES INC	WATERSHED ENGINEERING	1,027.90	.00	01-51880-37
OSBORNE'S MACHINE & WELD FAB	LIVINGSTON STREETSCAPE	2,585.00	.00	01-51880-40
Total CAPITAL IMPROVEMENTS DEPT:		3,612.90	.00	
Total GENERAL FUND:		32,041.28	819.99	

**WATER WORKS**

**WATER WORKS**

PETTY CASH	FUEL	50.00	50.00	02-52161-00
WEX BANK	FUEL	323.43	.00	02-52161-00
BRENNTAG MID-SOUTH INC	CHLORINE	203.00	.00	02-52162-01
COMPASS MINERALS AMERICA	SOFTENER SALT	2,688.12	.00	02-52162-02
COMPASS MINERALS AMERICA	SOFTENER SALT	2,588.36	.00	02-52162-02
ADVANCED DRAINAGE SYSTEMS	MISC SUPPLIES	38.88	.00	02-52164-00
FASPRINT	BOIL ORDER TAGS	355.48	.00	02-52164-00
GRAINGER	WATER SUPPLIES	44.05	.00	02-52164-00
IMCO UTILITY SUPPLY CO	SEWER SUPPLIES	375.12	.00	02-52164-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	41.31	.00	02-52164-00
OFFICE DEPOT	PERF PAPER	187.96	.00	02-52164-00
R P LUMBER CO INC	MISC SUPPLIES	15.84	.00	02-52164-00
ROGARDS OFFICE PLUS	OFFICE SUPPLIES	37.99	.00	02-52164-00
U S A BLUE BOOK	WATER SUPPLIES	300.95	.00	02-52164-00
WELLS FARGO EQUIPMENT FINANCE	FOLDER/INSERTER	132.50	.00	02-52164-00
SPECTER INSTRUMENTS INC	ANNUAL RENEWAL	495.00	.00	02-52171-03
EVOQUA WATER TECHNOLOGIES LLC	WATER SUPPLIES	3,041.58	.00	02-52171-05
KEY LABORATORY SERVICES INC	TESTING	31.90	.00	02-52172-05
KEY LABORATORY SERVICES INC	TESTING	31.90	.00	02-52172-05
P D C LABORATORIES INC	TESTING	935.75	.00	02-52172-05
P D C LABORATORIES INC	TESTING	281.50	.00	02-52172-05
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	13.85	.00	02-52173-00
AMEREN IP	ELECTRIC/GAS	92.13	.00	02-52175-00
DIRECT ENERGY BUSINESS	ELECTRIC/GAS	2,252.20	.00	02-52175-00
R P LUMBER CO INC	MISC SUPPLIES	75.84	.00	02-52180-10
ESCA CONSULTANTS INC	STODDARD CT WATERMAIN PRJ	110.00	.00	02-52180-16
ESCA CONSULTANTS INC	CFH ALLEY	268.50	.00	02-52180-17
Total WATER WORKS:		15,013.14	50.00	
Total WATER WORKS:		15,013.14	50.00	

**SANITATION**

**SANITATION**

WEX BANK	FUEL	102.28	.00	04-54761-00
R P LUMBER CO INC	MISC SUPPLIES	4.98	.00	04-54762-00
R P LUMBER CO INC	MISC SUPPLIES	24.28	.00	04-54764-00
WELLS FARGO EQUIPMENT FINANCE	FOLDER/INSERTER	132.50	.00	04-54764-00
JOHN DEERE FINANCIAL	MISC SUPPLIES	24.96	.00	04-54771-01
OSBORNE'S MACHINE & WELD FAB	REBUILT PUMP	1,663.67	.00	04-54771-01
R P LUMBER CO INC	MISC SUPPLIES	4.49	.00	04-54771-01
TELEDYNE ISCO INC	INK/PLOTTER PAPER	115.00	.00	04-54771-01
CONTINENTAL RESEARCH CORP	BACTO DOSE	516.95	.00	04-54771-03
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	5.75	.00	04-54773-00
AMEREN IP	ELECTRIC/GAS	4,325.07	.00	04-54775-00
DIRECT ENERGY BUSINESS	ELECTRIC/GAS	3,912.92	.00	04-54775-00
ESCA CONSULTANTS INC	CFH ALLEY	268.50	.00	04-54780-17

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
Total SANITATION:		11,101.35	.00	
Total SANITATION:		11,101.35	.00	
<b>MOTOR FUEL TAX EXPENDITURES</b>				
ESCA CONSULTANTS INC	MFT ENG	827.49	.00	05-55173-02
ESCA CONSULTANTS INC	INDEPENDENCE MFT	450.00	.00	05-55173-03
Total EXPENDITURES:		1,277.49	.00	
Total MOTOR FUEL TAX:		1,277.49	.00	
<b>TIF I &amp; TIF II</b>				
US BANK	WATER TOWER BOND PAYMENT	99,303.75	.00	07-57380-04
Total :		99,303.75	.00	
Total TIF I & TIF II:		99,303.75	.00	
Grand Totals:		158,737.01	869.99	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

## MONTICELLO CITY COUNCIL

August 8, 2016

Mayor Stoner led the Council in the Pledge of Allegiance followed by a pastoral prayer given by Jeff Bealmear – Monticello United Methodist Church.

ROLL CALL: Present: Wendall Brock, Tom Reed, Lyle Murdock, Joe Brown,  
Cochran Keating, Seth Melton, Tim Hayes  
Absent: John Miller

Also Present: City Administrator, Bob Mahrt

### PUBLIC PARTICIPATION:

Tricia Shaw and Tricia Carr were present to thank the city for the support for the St. Jude Run for Kids. The Monticello team ran from Monticello to Peoria. There is now 39 state runs and have raised over \$160,000 in four years. They wanted to thank the city for the use of the city shed. They host a garage sale there and the first year they had the sale they raised \$900.00, this year they raised \$4124.00.

### CONSENT AGENDA:

- a) Claims Report – Claims dated July 25, 2016 through August 8, 2016
- b) Police Report – July 2016
- c) Treasurer’s Report – June 2016
- d) Permit Report – July 2016
- e) Meeting Minutes – City Council July 11, 2016

A motion was made by Alderman Hayes and seconded by Alderman Murdock to approve the Consent Agenda items. A voice vote was taken and motion carried with all present voting yes.

### MAYOR’S REPORT:

Mayor Stoner reported that Our Town Monticello started today on WCIA. On Friday there will be live broadcast on square from 4-7p.m. He wanted to encourage everyone to come out and show your Monticello SPIRIT! Mayor Stoner and Police Chief have a challenge to see who can raise the most money for their selected charity. The loser will get a pie in the face. Chief Carter’s charity is Shop with a Cop and Mayor Stoner’s charity is Small Hand’s Diaper Program.

### NEW BUSINESS:

#### **Resolution 2016-49 Annual Audit Proposal Approval**

City Administrator, Bob Mahrt informed the council that the City Administration would like the Council to adopt a Resolution authorizing the Mayor to enter into an audit agreement with May, Cocagne & King, P.C. It is proposed that the City would continue its relationship with May, Cocagne & King, P.C. Through FY 2016 for consistency on examination of the previous administration’s prepared budget. It is intended that a Request For Proposals will be prepared in the coming year to solicit audit services for FY 2017 for regional CPA firms. A motion was made by Alderman Hayes and seconded by Alderman Reed to approve Resolution 2016-49. A voice vote was taken and the motion carried with all present voting yes

### **Ordinance 2016-50 Annual Downtown Celebration Libation Area**

The annual Monticello Libation event will be held on Saturday, September 17th in downtown Monticello. As in the past, Monticello Main Street is requesting a libation area for their main stage event, so they may sell alcoholic beverages during the event as a fundraiser. The libation area is bordered by a pedestrian fence with the appropriate 2 means of ingress/egress, which will be manned by volunteers. The alcohol sales will be allowed from 5:30pm to 11:00pm, and "Over 21" wristbands will be required by those purchasing. A motion was made by Alderman Hayes and seconded by Alderman Melton to approve Ordinance 2016-50. A voice vote was taken and the motion carried with all present voting yes.

### **ALDERMAN'S REPORT:**

Alderman Hayes reported that as of August 7<sup>th</sup>, 2016 19,698 guest have visited the Monticello Aquatic Center. Monticello Marlins were a 5 time repeat for Conference Champions.

### **POLICE CHIEF'S REPORT**

Chief Carter reported that the officers have done Narcon training. This training can reverse an overdose of opioids.

### **CITY ADMINISTRATOR'S REPORT:**

Mahrt reported he attended Joint Review Board meeting on Thursday, August 4, 2016. He is planning to attend the Planning & Zoning Board meeting scheduled for August 15, 2016 with Public Hearings regarding a setback variance application for 816 East High Street (Summers) and fence height variance application for 119 East Bond (Sturner). In addition, discussion on pool fence regulations. He informed the council that bid notices are out for 2016 Sewer Lining Project and preliminary preparation on FY 2017 Budget is under way. Mahrt will follow-up on Building Code Administration Study Session item and review the development proposals and CIP project.

A motion was made by Alderman Hayes, and seconded by Alderman Murdock @ 7:22 p.m to go into Closed Session – 5 ILCS 120/2 (c) (2) and 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 Melton to adjourn Closed Session at 8:38 p.m.

A motion was made by Alderman Hayes and seconded by Alderman Murdock to adjourn the meeting at 8:38 p.m.

Respectfully Submitted by:

Pamela Harlan

## MONTICELLO CITY COUNCIL

September 26, 2016

Mayor Stoner led the Council in the Pledge of Allegiance followed by a pastoral prayer given by Rodney Burris from Open Hearts Foursquare Church.

ROLL CALL: Present: Wendall Brock, Tom Reed, Lyle Murdock,  
Cochran Keating, Seth Melton, Tim Hayes  
Absent: Joe Brown, John Miller

Also Present: City Administrator, Bob Mahrt, Mayor Stoner, Callie MacFarland, Maura Metcalf, Jim Grabarczyk

PUBLIC PARTICIPATION: NONE

### CONSENT AGENDA:

- a) Claims Report – Claims dated September 13, 2016 through September 26, 2016
- b) Budget Report – August 2016
- c) Fire Report – August 2016
- d) City Council Meeting Minutes – Regular Meeting Minutes July 25, 2016, Closed Session Meeting Minutes July 25, 2016, City Council Study Session August 1, 2016

A motion was made by Alderman Hayes 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:

### **Discussion on the use of First Mid-Illinois Bank Property for Police Station**

Monticello Police Chief, John Carter gave a presentation to the council as to how this building could become the headquarters for the Monticello Police Department. He presented ten reasons why the Police Department should be at the old First Mid Bank Building

- Centrally located with high visibility
- Safety for businesses on the square
- Room to host training and bring visitors to the square (revenue to the square)
- Easy access to court house
- Police and Fire Department need more space
- More cost effective than plans recently drawn up for police and fire station
- Already handicap accessible
- Heating and cooling station if needed
- Relocation site for the High School and Washington Elementary (in case of emergency)
- Plenty of storage space

After the presentation Alderman Hayes spoke up against this idea and reminded the council that they took the building to sell or lease to support a revolving loan program for small businesses, and the council did not want to be a landlord.

**Resolution 2016-64 A resolution Approving the Engagement of Economic Development Resource, L.L.C.**

The City Administrator had requested Economic Development Resources, L.L.C. of St. Louis, Missouri to provide a professional services agreement to assist City Administration staff with Tax Increment Financing and other economic development related activities. The proposed agreement includes a general scope of services to be provided on an hourly basis with a not to exceed amount of \$5000.00. The term of the proposed agreement is through December 31, 2016. A motion was made by Alderman Hayes and seconded by Alderman Melton to approve Resolution 2016-64. A voice vote was taken and the motion carried with all present voting yes.

**ALDERMAN'S REPORT:**

Alderman Melton complemented Callie MacFarland on the preparations for the IMLA Trip. He also stated he had some calls about some of the Alderman's attendance at the meetings. City Attorney, Derke Price was asked if any other municipalities had trouble and what can be done. He stated it is hard to control attendance, but could do some checking on some ways to control it. Alderman Melton and Alderman Hayes would like this looked into.

Alderman Keating complemented Callie MacFarland on her presentation at the IMLA conference.

Alderman Murdock thanked public works for all the work on the water main break and also commented that the IMLA Conference was great.

Alderman Brock commented that he had heard only great things about the Monticellabration.

Alderman Hayes thanked the crew that fixed the water main break and reminded the city that the Ride for Rec is October 16, 2016.

**POLICE CHIEF'S REPORT: NONE**

**CITY ADMINISTRATOR'S REPORT:**

Administrator Mahrt reported he attended the IDNR Floodplain review meeting and has been working on FY 2017 Budget, WWTP Improvement Project, and Building Code update preparations.

A motion was made by Alderman Hayes and seconded by Alderman Keating to adjourn the meeting at 7:32 p.m.

Respectfully Submitted by:

Pamela Harlan



# Monthly Permit Report

09/01/2016 - 09/30/2016

Permit #	Permit Date	Applicant Name	Parcel Address	Permit Type	Description/ Comments	Project Cost	Total Fees	Primary Contractor	Contractor Phone
<b>Group: Building Permit Addition/Remodel</b>									
2016086	9/19/2016	David McClusky	403 E MAIN	Building Permit Addition/Remodel	Remove existing breezeway and replace with gabled roofing.	4,000	\$50.00	Higher Ground	
2016087	9/22/2016	First Christian Church	1699 N STATE	Building Permit Addition/Remodel	***PARTIAL PERMIT ONLY*** FOOTING/FOUNDATION(AS PER FOUNDATION PLAN SHEET F-1 Revised 08/15/16.)	0	\$50.00	George Garrison Construction	217-898-1724
2016088	9/23/2016	Sue Dawson	506 N CHARTER	Building Permit Addition/Remodel	Building a new back porch, steps & sidewalk. Finishing the interior space of existing rear entry.	36,000	\$50.00	DeYoung Design & Build, Inc.	217-586-6094
						<b>40,000</b>	<b>\$150.00</b>		

**Group Total: 3**

**Group: Deck/Patio Permit**

2016091	9/29/2016	Piatt County Service Co.	427 W MARION	Deck/Patio Permit	Replacing front porch	5,250	\$50.00	Nixon Construction	217-841-0846
						<b>5,250</b>	<b>\$50.00</b>		

**Group Total: 1**

**Group: Fence Permit**

2016089	9/26/2016	Jim Rhoades	1206 E CENTER	Fence Permit	6ft Vinyl privacy fence in the backyard	7,500	\$50.00	Magsamen Landscapes	217-714-2912
2016090	9/29/2016	Don Wilding	2000 SPRUCE LN	Fence Permit	New fence	1,700	\$50.00	Taylor Made Fence	217-552-7997
2016081	9/9/2016	Ronnie Rafferty		Fence Permit	New fence	260	\$50.00		
2016082	9/13/2016	Kristi Koester		Fence Permit	21'x30'x80'x30'x21' backyard	5,400	\$50.00	SK Home Improvements	217-398-4812
2016083	9/13/2016	Linda Miller		Fence Permit	30'x18'x39'x43'x2' Backyard fence	0	\$50.00	SK Home Improvements	217-398-4812
2016084	9/15/2016	Kaitlyn Marshall		Fence Permit	Replace Existing fence	1,417	\$50.00		
2016085	9/15/2016	Allen & Brandy		Fence Permit	New fence	3,628	\$50.00		
						<b>19,905</b>	<b>\$350.00</b>		

**Group Total: 7**

						<b>65,155</b>	<b>\$550.00</b>		
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**Total Records: 11**

**10/7/2016**





**CITY COUNCIL  
MEMORANDUM**

<b>ITEM:</b> Resolution Approving Amendment #1 to the Professional Services Agreement with Fehr Graham (Above Ground Tank Rehabilitation Project).	<b>DEPARTMENT:</b> City Administration/Department of Public Works
<b>AGENDA SECTION:</b> New Business	<b>SUBMITTED BY:</b> Jim Grabarczyk, Director of Public Works
<b>ATTACHMENTS:</b> ( ) ORDINANCE (X) RESOLUTION (X) OTHER SUPPORTING DOCUMENTS	<b>DATE:</b> October 11, 2016

**BACKGROUND:**

On September 10, 2013, the City entered into an agreement with Fehr Graham Engineering & Environmental to provide Professional Engineering Services on the Water Storage Tank Project (i.e. Water Treatment Plant Clearwell Tank). This initial engineering project included replacement of the exiting storage tank. However, the \$500,000 project was placed on hold through FY 2014 and FY2015.

The FY 2016 Budget included \$575,000 for the Above Ground Tank Rehabilitation Project. This project involved the replacement of the roof structure, repainting the interior and exterior of the clearwell tank, and piping upgrades. The established Professional Services Agreement should be revised to address the overall change in scope of the project. The amendment to the Professional Services Agreement would now include project bidding and construction management services.

**RECOMMENDED ACTION:**

It is recommended that the City Council adopt a Resolution authorizing the Mayor to execute Amendment #1 to the Professional Services Agreement with Fehr Graham regarding the Above Ground Tank Rehabilitation Project. (A copy of the Amendment #1 to the Professional Services Agreement is attached for City Council review).

CITY OF MONTICELLO  
PIATT COUNTY, ILLINOIS

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RESOLUTION NO. 2016-65

A RESOLUTION APPROVING THE FIRST AMENDMENT TO  
THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
WITH FEHR GRAHAM ENGINEERING AND ENVIRONMENTAL  
WATER STORAGE TANK PROJECT

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ADOPTED BY THE  
CITY COUNCIL  
CITY OF MONTICELLO  
THIS 11<sup>th</sup> DAY OF OCTOBER, 2016

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Published in pamphlet form by authority of the City Council of the City of Monticello, Piatt County, Illinois, this 12<sup>th</sup> day of October, 2016.

**CITY OF MONTICELLO  
PIATT COUNTY, ILLINOIS**

**RESOLUTION NO. 2016-65**

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO  
THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
WITH FEHR GRAHAM ENGINEERING AND ENVIRONMENTAL  
WATER STORAGE TANK PROJECT**

**WHEREAS**, the City of Monticello previously entered into an agreement with Fehr Graham Engineering & Environmental to provide Professional Engineering Services (“Agreement”) on the Water Storage Tank Project (“Project”) that included replacement of the existing storage tank; and

**WHEREAS**, the City Council placed the Project on hold for budget reasons through FY 2014 and FY2015; and

**WHEREAS**, the City’s FY 2016 Budget included \$575,000 for the replacement of the roof structure, repainting the interior and exterior of the clearwell tank, and piping upgrades; and

**WHEREAS**, the original Agreement should be revised to address the overall change in scope of the project; and

**WHEREAS**, the parties have negotiated the First Amendment to the Agreement, in the form attached hereto as Exhibit A, amending the scope and other terms of the Agreement; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to enter into the First Amendment.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Monticello, Piatt County, Illinois, as follows:

1. The First Amendment to the Professional Services Agreement with Fehr Graham Engineering & Environmental attached hereto as Exhibit A, is hereby approved and the Mayor is hereby authorized and directed to execute, and the Clerk to attest, said First Amendment.

2. **Effective Date.** This Resolution shall be effective forthwith upon its passage and its approval, and a copy hereof shall be published in pamphlet form by the City Clerk.

Passed by the City Council of the City of Monticello, Piatt County, this 11<sup>th</sup> day of October, 2016, by the following roll-call vote:

AYES:

NAYS:

ABSENT:

Approved by the City of Monticello this 11<sup>th</sup> day of October, 2016.

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Larry Stoner, Mayor

ATTEST:

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Pamela Harlan, City Clerk  
City of Monticello, Piatt County, Illinois

CERTIFICATE OF PUBLICATION

I, Pamela Harlan, City Clerk of the City of Monticello, Piatt County, Illinois, do hereby certify that the foregoing and attached RESOLUTION is a true and correct copy of said Resolution duly adopted and enacted by the City Council of Monticello, Illinois, at its regular meeting on the 11<sup>th</sup> day of October, 2016, by the following roll-call vote: ayes: \_\_\_\_; nays: \_\_\_\_; absent: \_\_\_\_; and that the same was published by publication in pamphlet form on the 12<sup>th</sup> day of October, 2016.

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Pamela Harlan, City Clerk  
City of Monticello, Piatt County, Illinois

This is **EXHIBIT K**, consisting of 8 pages, referred to in and part of the **Order for Professional Engineering or Surveying Services** dated September 10, 2013.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 1**

**Background Data**

Effective Date of Owner-Engineer Agreement: September 10, 2013

Owner: City of Monticello, IL

Engineer: Fehr Graham and Associates LLC (Fehr Graham)

Project: WTP Storage Tank Replacement

**Nature of Amendment:**

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

**Description of Additional Services to be performed by the Engineer:**

**A1.01 *Bidding or Negotiating Phase***

- A. After acceptance by Owner of the final Drawings and Specifications, Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of sub-contractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
  7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:  
None.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

#### A1.02 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of

Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Pre-Construction Conference*: Participate in a pre-construction conference prior to commencement of Work at the Site.
4. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
5. *Original Documents*: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
6. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if

the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
10. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
11. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
12. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings,

Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

13. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
16. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
17. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
18. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
19. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in

whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds,

certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings and Samples. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None.
  24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
  25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Attachments*
1. Exhibit D – Duties, Responsibilities, and Limitations of Authority of Resident Project Representative (RPR)

2. Exhibit E – Notice of Acceptability of Work

**Description of Modifications to the Engineer's Services:**

Engineer shall stop work on the design of the new 300,000 Gallon Clear Well. In lieu of the design of a new 300,000 Gallon Clear Well, Engineer shall design a new roof for the existing 750,000 Gallon Clear Well and associated modifications.

**Description of Modifications of Payment to Engineer:**

Design of the New 300,000 Gallon Clear Well	\$19,500
Design of the New Roof for the Existing 750,000 Gallon Clear Well	\$10,500
Bidding and Negotiation	\$ 3,000
Construction	<u>\$15,500</u>
TOTAL	\$48,500

**Agreement Summary:**

Original agreement amount:	\$25,000
Net change for prior amendments:	\$ 0
This amendment amount:	\$23,500
Adjusted Agreement amount:	\$48,500

Change in time for services (days or date, as applicable): None.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C, except as altered elsewhere by this Amendment.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

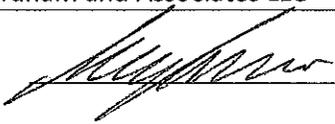
OWNER:

ENGINEER:

\_\_\_\_\_

Fehr Graham and Associates LLC

By: \_\_\_\_\_  
Print name: \_\_\_\_\_

By:   
Print name: Matthew A. Johnson, P.E., S.E.

Title: \_\_\_\_\_

Title: Branch Manager

Date Signed: \_\_\_\_\_

Date Signed: 10/5/16

**ORDER  
FOR PROFESSIONAL ENGINEERING  
OR SURVEYING SERVICES**

Client City of Monticello  
210 North Hamilton  
Monticello, IL 61856

217.762.2583

Description of Services:

**City of Monticello - WTP Storage Tank Replacement/Design Phase Services**

In response to your request, we present herein our proposal for engineering services for the 300,000 gallon clearwell. We anticipate the following services to be performed:

1. Review existing clearwell pipe size, elevations and location.
2. Perform site survey.
3. Have soil borings drilled.
4. Evaluate new clearwell location.
5. Design clearwell with piping size and tie-in.
6. Design site and grading plan.
7. Obtain IEPA permit.

COST: The fee for performing the above Design Phase Services on a lump sum basis is \$25,000.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature



Title



Date Accepted



ENGINEER:

By



Title

Steven R. Sodemann, PE/Branch Manager

Date Proposed

September 10, 2013

13-931



## CITY COUNCIL MEMORANDUM

<b>ITEM:</b> Approving Loan Resolutions for the Wastewater Treatment Plant Upgrade Project.	<b>DEPARTMENT:</b> Public Works Department/City Administration
<b>AGENDA SECTION:</b> New Business	<b>SUBMITTED BY:</b> Bob Mahrt, City Administrator
<b>ATTACHMENTS:</b> ( ) ORDINANCE (X) RESOLUTION ( ) OTHER SUPPORTING DOCUMENTS	<b>DATE:</b> October 11, 2016

**BACKGROUND:**

The City of Monticello has received notice that the financing assistance made available through the U.S.D.A. Rural Development Loan Programs for the Wastewater Treatment Plant Upgrade Project has been approved. The Mayor has executed a “Letter of Intent to Meet Conditions” for the U.S.D.A. to further consider the loan application. As part of the on-going loan approval process, the City must pass a Resolution regarding the security and related requirements for the financing assistance. It should be understood that while the loan approval amount totals \$14,285,000, the final cost of the project would not be established until after project bidding and negotiation is complete. (The City Council should also be aware that the U.S.D.A. interest rates have decreased from 2.25% to 1.875% effective October 1, 2016 through December 31, 2016).

Due to the size of the loan, the U.S.D.A. has split the loan amount into two parts with one totaling \$9,000,000 and another totaling \$5,285,000. The City Council will be requested to approve Resolutions for both loan amounts.

**RECOMMENDED ACTION:**

It is recommended that the City Council separately adopt Resolution 2016-66 and Resolution 2016-67 regarding Loan Resolutions for the Wastewater Treatment Plant Upgrade Project. (Copies of the Resolutions are attached for City Council review).

**LOAN RESOLUTION**                      **2016-66**  
(Public Bodies)

A RESOLUTION OF THE \_\_\_\_\_ City Council

OF THE \_\_\_\_\_ City of Monticello

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS  
\_\_\_\_\_ wastewater treatment plant

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Monticello

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of  
Nine Million dollars and 00/100---- (\$9,000,000.00)

pursuant to the provisions of Illinois Municipal Code, 65 ILCS 5/1; and

**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



**LOAN RESOLUTION**                      **2016-67**  
(Public Bodies)

A RESOLUTION OF THE \_\_\_\_\_ City Council

OF THE \_\_\_\_\_ City of Monticello

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS  
\_\_\_\_\_ wastewater treatment plant

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Monticello

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of  
Five Million Two Hundred Eighty-Five Thousand and 00/100---(\$5,285,000.00)

pursuant to the provisions of Illinois Municipal Code, 65 ILCS 5/1; and

**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 0.00

under the terms offered by the Government; that the n/a

and n/a of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

IN WITNESS WHEREOF, the City Council of the

City of Monticello has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this \_\_\_\_\_, \_\_\_\_\_ day of \_\_\_\_\_

(SEAL)

By \_\_\_\_\_

Attest:

Title \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_



**CITY COUNCIL  
CITY COUNCIL  
MEMORANDUM**

<p><b>ITEM:</b> Resolution 2016-68; Approving the Engagement of Economic Development Resources, LLC for coordination assistance for Request for Proposals (100 W. Washington Street).</p>	<p><b>DEPARTMENT:</b> City Administration</p>
<p><b>AGENDA SECTION:</b> Discussion Items</p>	<p><b>SUBMITTED BY:</b> Callie Jo McFarland, Community Development Director</p>
<p><b>ATTACHMENTS:</b>  <input type="checkbox"/> ORDINANCE  <input checked="" type="checkbox"/> RESOLUTION  <input type="checkbox"/> OTHER SUPPORTING DOCUMENTS</p>	<p><b>DATE:</b> October 7, 2016</p>

**BACKGROUND:**

At the June 27<sup>th</sup>, 2016 City Council Meeting, City Staff recommended engaging the services of the Economic Development Resources, LLC, (EDR) to assist with the review, marketing and selection of a private developer for the sale and redevelopment of the former First Mid building. At this meeting, council chose to explore the possibility of the police department utilizing the space, which Chief Carter presented to the council at the September 26<sup>th</sup>, 2016 City Council meeting.

Staff has since drafted the RFP for the redevelopment of the property, and unless directed otherwise, would like to continue forward with the direction of the sale of the property, utilizing EDR for technical assistance in the redevelopment and sale of the bank building. The agreement would allow EDR to - at the direction of the City- proceed through the RFP process for items identifies in the agreement (Exhibit A) not to exceed the amount of \$25,000.

**RECOMMENDED ACTION:**

Staff recommends the Council act on the above item.

CITY OF MONTICELLO  
PIATT COUNTY, ILLINOIS

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RESOLUTION NO. 2016-68

A RESOLUTION APPROVING THE ENGAGEMENT OF  
ECONOMIC DEVELOPMENT RESOURCES, L.L.C. FOR COORDINATION ASSISTANCE  
FOR REQUEST FOR PROPOSALS (100 W. WASHINGTON STREET).

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ADOPTED BY THE

CITY COUNCIL

CITY OF MONTICELLO

THIS 11<sup>th</sup> DAY OF OCTOBER, 2016

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Published in pamphlet form by authority of the City Council of the City of Monticello, Piatt County, Illinois, this 11th day of October, 2016.

**CITY OF MONTICELLO  
PIATT COUNTY, ILLINOIS**

**RESOLUTION NO. 2016-68**

**A RESOLUTION APPROVING THE ENGAGEMENT OF  
ECONOMIC DEVELOPMENT RESOURCES, L.L.C. FOR COORDINATION  
ASSISTANCE FOR REQUEST FOR PROPOSALS (100 W. WASHINGTON  
STREET).**

**WHEREAS**, the City of Monticello desires to benefit from the expertise of Economic Development Resources, L.L.C. (“EDR”) in connection with the City’s efforts to encourage economic development and negotiate the publication, advertisement and redevelopment of the city-owned property at 100 W. Washington Street, Monticello; and

**WHEREAS**, the City has negotiated the terms of the engagement with EDR as set forth in Exhibit 1 (“Agreement”) and the City Council finds it to be in the best interests of the City to enter into said Agreement with EDR.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Monticello, Piatt County, Illinois, as follows:

1. The Agreement with Economic Development Resources, L.L.C., attached hereto as Exhibit 1, is hereby approved and the Mayor is hereby authorized and directed to execute, and the Clerk to attest, said Agreement.

2. **Effective Date.** This Resolution shall be effective forthwith upon its passage and its approval, and a copy hereof shall be published in pamphlet form by the City Clerk.

Passed by the City Council of the City of Monticello, Piatt County, this 11<sup>th</sup>  
day of October, 2016, by the following roll-call vote:

AYES:

NAYS:

ABSENT:

Approved by the City of Monticello this 11<sup>th</sup> day of October, 2016.

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Larry Stoner, Mayor

ATTEST:

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Pamela Harlan, City Clerk  
City of Monticello, Piatt County, Illinois

CERTIFICATE OF PUBLICATION

I, Pamela Harlan, City Clerk of the City of Monticello, Piatt County, Illinois, do hereby certify that the foregoing and attached RESOLUTION is a true and correct copy of said Resolution duly adopted and enacted by the City Council of Monticello, Illinois, at its regular meeting on the 11<sup>th</sup> day of October, 2016, by the following roll-call vote: ayes: ; nays: ; absent: ; and that the same was published by publication in pamphlet form on the 11<sup>th</sup> day of October, 2016.

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Pamela Harlan, City Clerk  
City of Monticello, Piatt County, Illinois



## CITY COUNCIL MEMORANDUM

<b>ITEM:</b> City Administrator's Report.	<b>DEPARTMENT:</b> City Administration
<b>AGENDA SECTION:</b> City Administrator's Report.	<b>SUBMITTED BY:</b> Bob Mahrt, City Administrator
<b>ATTACHMENTS:</b> ( ) ORDINANCE ( ) RESOLUTION ( ) OTHER SUPPORTING DOCUMENTS	<b>DATE:</b> October 11, 2016

### GENERAL ACTIVITIES:

- Boards/Commissions/Committee Activities:

Attended Historic Preservation Commission on Monday, October 3, 2016. Items of discussion included downtown property plaques; Courthouse Square Historic District walking tour; welcome packets; window niche project and public education.

Preparation for Planning and Zoning Board on October 18, 2016. Tentative agenda items include "Recommended Tree List" and discussion on Building Codes.

- General Office Activities:

FY 2017 Budget and CIP; Budget Committee reviews; WWTP Improvement Project USDA Rural Development Loan; Pre-construction meeting with Visu-sewer of Missouri; Building Code update preparation; and review of development proposals.