



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 October 25, 2016 Through November 14, 2016

Documents:

[CLAIMS 10.25.16 THROUGH 11.14.16.PDF](#)

3.2. Treasurer's Report

August 31, 2016
September 30, 2016

Documents:

[TREASURERS REPORT AUGUST 2016.PDF](#)
[TREASURERS REPORT SEPTEMBER 2016.PDF](#)

3.3. Permit Report - October 2016

Documents:

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

3.4. Police Report - October 2016

Documents:

[POLICE MONTHLY REPORT OCTOBER.PDF](#)

3.5. Fire Report - October 2016

Documents:

[FIRE REPORT OCT 2016.PDF](#)

3.6. Resolution 2016-74 A Resolution To Designate City Holidays And City Council Meeting Dates For Fiscal Year 2017

This resolution approves the Calendar/Fiscal Year 2017 holiday and meeting schedule.

Documents:

[RESOLUTION 2016.74 MEETING.HOLIDAY SCHEDULE.PDF](#)

4. Mayor's Report

5. Old Business

5.1. Ordinance 2016-71 Sales Agreement And License Agreement For The Use Of Right Of Way

Documents:

[2016-71 MEMO.PDF](#)
[2016-71.PDF](#)

6. New Business

6.1. Motion Approving The Property Tax Levy Estimate

Documents:

[CC MEMORANDUM \(2017 TAX LEVY ESTIMATE\).PDF](#)
[ORDINANCE 2016-XX FY 2017 TAX LEVY.PDF](#)

6.2. Resolution 2016-75 IMLRMA (Risk Management) Annual Renewal

Documents:

[2016-75 IML RENEWAL MEMO.PDF](#)
[RESOLUTION 2016-75 IMLRMA RENEWAL.PDF](#)

6.3. Ordinance 2016-76 AN ORDINANCE Providing For The Issuance Of Wastewater System Revenue Bonds, Of The City Of Monticello, Piatt County, Illinois, To An Amount Not To Exceed \$14,285,000, And The Collection, Segregation And Distribution Of The Revenues Of Said Wastewater System, The Safeguarding Of The Interests Of The Owner Of Said Revenue Bonds, And Other Matters Connected Therewith.

Documents:

[CC MEMORANDUM \(WWTP BOND ORDINANCE\).PDF](#)
[ORDINANCE 2016-76 \(BOND ORDINANCE\).PDF](#)

6.4. Resolution 2016-77 - A Resolution Approving The Engagement Of ESI Consultants, Ltd. For Building Code Administration Related Activities

Documents:

[CC MEMORANDUM \(ESI BUILDING CODE PSA\).PDF](#)
[RESOLUTION 2016-77 ESI.PDF](#)
[MONTICELLO CODE ENFORCEMENT PROPOSAL 2016.10.24.PDF](#)

6.5. Discussion On Sangamon River Bridge Feasibility Study (Old Route 47 Bridge)

Documents:

[CC MEMORANDUM \(OLD RT 47 BRIDGE REPORT\).PDF](#)
[OLD ROUTE 47 RETIREMENT REPORT UPDATE 20161107.PDF](#)

7. Aldermen's Report

8. Police Chief's Report

9. City Administrator's Report

Documents:

[CC MEMORANDUM \(CA REPORT 11.14.2016\).PDF](#)

10. Closed Session

5 ILCS 120/2(c)(1) Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employee.

11. 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	57.44	.00	01-51134-00
U.S. BANK EQUIPMENT FINANCE	COPIER LEASE	658.48	.00	01-51144-00
WEX BANK	FUEL	154.44	.00	01-51161-00
NEWS GAZETTE	CENTRAL IL BUSINESS AD	375.00	.00	01-51163-00
FASPRINT	DESK SIGNS	23.32	.00	01-51164-00
MAHRT, BOB	WORKSTATION	300.00	.00	01-51164-00
MONTICELLO CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP	220.00	.00	01-51164-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	3.49	.00	01-51164-00
PTM DOCUMENT SYSTEMS	TAX DOCUMENTS	107.95	.00	01-51164-00
ROGARDS OFFICE PLUS	OFFICE SUPPLIES	210.05	.00	01-51164-00
IMLRMA	INS RENEWAL	28,600.00	.00	01-51166-00
CINTAS	MATS	157.16	.00	01-51171-01
INTEGRATED PEST MANAGEMENT	PEST CONTROL/MUN.BLDG	40.00	.00	01-51171-01
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	300.00	.00	01-51171-03
INTEGRATED PEST MANAGEMENT	PEST CONTROL LC	65.00	.00	01-51171-07
MONTICELLO TRUE VALUE	MISC SUPPLIES	3.29	.00	01-51171-07
ANCEL GLINK DIAMOND BUSH DICIANNI	LEGAL FEES	7,625.00	.00	01-51172-01
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	155.84	.00	01-51173-00
FRONTIER	FAX	39.24	.00	01-51173-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	2.74	.00	01-51173-00
AMEREN IP	ELECTRIC/GAS	329.90	.00	01-51175-00
MEDIACOM	CABLE SERVICE	15.20	.00	01-51175-00
MONTICELLO CITY UTILITY SERV	WATER ADMIN	74.61	.00	01-51175-00
AMEREN IP	ELECTRIC/GAS	217.20	.00	01-51175-01
MONTICELLO CITY UTILITY SERV	WATER/L.C.	34.36	.00	01-51175-01
MELTON, SETH	IML REIMBURSEMENT	737.23	.00	01-51176-00
INTERNATIONAL COUNCIL OF SHOPPING CENTER	ANNUAL MEMBERSHIP	100.00	.00	01-51177-00
KURENT SAFETY INC	BARRICADE LIGHTS	384.96	.00	01-51178-01
FOUR E'S TREES	ROTARY PARK TREE	115.00	115.00	01-51178-22
MONTICELLO TRUE VALUE	MISC SUPPLIES	59.19	.00	01-51178-22
Total ADMINISTRATION:		41,166.09	115.00	
POLICE				
WEX BANK	FUEL	874.01	.00	01-51361-00
B & A SCREEN PRINTING	BANNER	100.00	.00	01-51364-00
LILLY'S FLOORING	FLOOR CLEANER	32.95	.00	01-51364-00
IL DEPT OF AGRICULTURE	JAK APPLICATOR LICENSE	20.00	.00	01-51364-01
IMLRMA	INS RENEWAL	59,600.00	.00	01-51366-00
INTEGRATED PEST MANAGEMENT	PEST CONTROL POLICE	40.00	.00	01-51371-01
P.F. PETTIBONE & CO	CIVIL LAW CITATIONS	356.45	.00	01-51371-02
RAY O'HERRON	EAR PIECE	6.99	.00	01-51371-02
ROGARDS OFFICE PLUS	SUPPLIES	39.99	.00	01-51371-02
U.S. BANK EQUIPMENT FINANCE	COPIER LEASE	216.39	.00	01-51371-02
AREA-WIDE TECHNOLOGIES	COMPUTER SUPPORT	102.50	.00	01-51371-03
MONTICELLO BUMPER TO BUMPER	SQ CAR MAINT	211.33	.00	01-51371-05
FOLTZ & RUIPER	LEGAL FEES	388.82	.00	01-51372-01
MODERN MARKETING	PLANNERS	507.17	.00	01-51372-01
LEADS ONLINE	RENEWAL	1,188.00	.00	01-51372-06
LEXIPOL	ONLINE PROCEDURE MANUAL	3,740.00	.00	01-51372-06
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	155.59	.00	01-51373-00
FRONTIER	FAX	50.16	.00	01-51373-00

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
FRONTIER	TELEPHONE SERVICE	72.58	.00	01-51373-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	2.72	.00	01-51373-00
AMEREN IP	ELECTRIC/GAS	502.52	.00	01-51375-00
MONTICELLO CITY UTILITY SERV	WATER/POIICE	28.61	.00	01-51375-00
MONTICELLO CITY UTILITY SERV	WATER/POIICE	40.11	.00	01-51375-00
COMMUNICATIONS REVOLVING FUND	IWIN	456.18	.00	01-51375-05
Total POLICE:		68,733.07	.00	
FIRE				
WEX BANK	FUEL	112.13	.00	01-51461-00
IMLRMA	INS RENEWAL	5,100.00	.00	01-51466-00
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	13.85	.00	01-51473-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	56.01	.00	01-51478-01
Total FIRE:		5,281.99	.00	
PUBLIC WORKS				
CINTAS	UNIFORMS	389.04	.00	01-51534-00
BLUE TARP FINANCIAL INC	MISC PARTS	89.82	.00	01-51543-00
JOHN DEERE FINANCIAL	MISC SUPPLIES	12.24	.00	01-51543-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	33.18	.00	01-51543-00
PIATT COUNTY SERVICE CO	FUEL	201.90	.00	01-51561-00
WEX BANK	FUEL	1,898.06	.00	01-51561-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	31.47	.00	01-51564-00
R D MCMILLEN ENTERPRISES	JANITOR SUPPLIES	1,019.33	.00	01-51564-00
SHOPKO STORES OPERATING CO LLC	MISC SUPPLIES	37.96	.00	01-51564-00
MENARDS-CHAMPAIGN	BEAUTIFICATION SUPPLIES	14.99	.00	01-51564-08
MONTICELLO TRUE VALUE	MISC SUPPLIES	68.18	.00	01-51564-08
MONTICELLO TRUE VALUE	MISC SUPPLIES	6.77	.00	01-51564-11
IMLRMA	INS RENEWAL	48,500.00	.00	01-51566-00
CINTAS	SUPPLIES	115.36	.00	01-51571-01
MENARDS-CHAMPAIGN	MISC SUPPLIES	9.42	.00	01-51571-01
CENTRAL PETROLEUM CO	POWER FLO	45.04	.00	01-51571-02
JOHN DEERE FINANCIAL	VEH MAINT	362.32	.00	01-51571-02
MONTICELLO BUMPER TO BUMPER	VEHICLE MAINT.	102.61	.00	01-51571-02
RAHN EQUIPMENT CO	VEH MAINT.	617.65	.00	01-51571-02
RUSH TRUCK CENTER	TRUCK MAINT	255.88	.00	01-51571-02
SLS INSPECTIONS	VEHC INSPECTIONS	217.00	.00	01-51571-02
DLT SOLUTIONS LLC	AUTOCAD RENEWAL	171.02	.00	01-51571-03
DUNN COMPANY	COLD PATCH	835.63	.00	01-51571-07
KURENT SAFETY INC	MARKING TAPE	1,097.69	.00	01-51571-07
NORFOLK SOUTHERN RAILWAY CO	EASEMENT	100.00	.00	01-51571-07
GRABARCZYK, JIM	CDL RENEWAL	66.53	.00	01-51572-04
IL DEPT OF AGRICULTURE	APPLICATOR LICENSE JAG	20.00	.00	01-51572-04
COM2 RECYCLING SOLUTIONS	CLEAN UP	700.00	.00	01-51572-07
NEWS GAZETTE	CLEAN-UP DAY	224.00	.00	01-51572-07
PDC/AREA COMPANIES	CITY CLEAN UP	693.26	.00	01-51572-07
PDC/AREA COMPANIES	CITY CLEAN UP	615.88	.00	01-51572-07
SMITH AUTO & TIRE SERVICE	TIRE DISPOSAL	120.00	.00	01-51572-07
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	13.85	.00	01-51573-00
FRONTIER	TELEPHONE SERVICE	102.20	.00	01-51573-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	2.74	.00	01-51573-00
AMEREN IP	ELECTRIC/GAS	584.93	.00	01-51575-00
AMEREN IP	ELECTRIC/GAS	7,527.72	.00	01-51575-02
AMEREN IP	ELECTRIC/GAS	108.52	.00	01-51575-03

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
Total PUBLIC WORKS:		67,012.19	.00	
RECREATION				
CINTAS	UNIFORM	17.92	.00	01-51634-00
WEX BANK	FUEL	52.75	.00	01-51661-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	8.48	.00	01-51664-00
ROGARDS OFFICE PLUS	MISC OFFICE SUPPLIES	77.98	.00	01-51664-00
IMLRMA	INS RENEWAL	5,800.00	.00	01-51666-00
JOHN DEERE FINANCIAL	VEH MAINT	99.39	.00	01-51671-02
MONTICELLO TRUE VALUE	MISC SUPPLIES	8.99	.00	01-51671-07
MONTICELLO TRUE VALUE	MISC SUPPLIES	8.00	.00	01-51671-08
FRONTIER	TELEPHONE SERVICE	114.56	.00	01-51673-02
FRONTIER	TELEPHONE SERVICE	109.08	.00	01-51673-03
AMEREN IP	ELECTRIC/GAS	66.46	.00	01-51675-01
MONTICELLO CITY UTILITY SERV	WATER	7.87	.00	01-51675-01
MONTICELLO CITY UTILITY SERV	WATER	40.11	.00	01-51675-01
AMEREN IP	ELECTRIC/GAS	127.77	.00	01-51675-02
AMEREN IP	ELECTRIC/GAS	113.90	.00	01-51675-03
AMEREN IP	ELECTRIC/GAS	196.14	.00	01-51675-04
ILLINOIS PORTABLE TOILETS	PORTABLE TOILET	8.50	.00	01-51678-11
B & A SCREEN PRINTING	HALLOWEEN BANNER	25.00	.00	01-51678-13
MONTICELLO TRUE VALUE	MISC SUPPLIES	14.99	.00	01-51678-14
Total RECREATION:		6,897.89	.00	
AQUATIC CENTER/POOL				
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	13.85	.00	01-51773-00
AMEREN IP	ELECTRIC/GAS	290.85	.00	01-51775-00
B & A SCREEN PRINTING	SWIM RECORDS	112.50	.00	01-51778-01
Total AQUATIC CENTER/POOL:		417.20	.00	
Total GENERAL FUND:		189,508.43	115.00	
WATER WORKS				
WATER WORKS				
CINTAS	UNIFORMS	79.75	.00	02-52134-00
WEX BANK	FUEL	154.65	.00	02-52161-00
COMPASS MINERALS AMERICA	SOFTENER SALT	2,661.44	.00	02-52162-02
BRENNTAG MID-SOUTH INC	SODIUM HYPO	268.98	.00	02-52162-10
IMCO UTILITY SUPPLY CO	WATER PARTS	714.00	.00	02-52164-00
IMCO UTILITY SUPPLY CO	WATER PARTS	138.00	.00	02-52164-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	99.03	.00	02-52164-00
R P LUMBER CO INC	MISC SUPPLIES	32.08	.00	02-52164-00
WELLS FARGO EQUIPMENT FINANCE	FOLDER/INSERTER	132.50	.00	02-52164-00
EASYPERMIT POSTAGE	POSTAGE	541.43	.00	02-52164-01
IMLRMA	INS RENEWAL	18,732.24	.00	02-52166-00
CENTRAL PETROLEUM CO	POWER FLO	45.04	.00	02-52171-02
MONTICELLO BUMPER TO BUMPER	VEHICLE MAINT.	258.84	.00	02-52171-02
WALKER TIRE & EXHAUST	TIRE REPAIRS	12.00	.00	02-52171-02
U S A BLUE BOOK	WATER SUPPLIES	144.23	.00	02-52171-05
IMCO UTILITY SUPPLY CO	WATER PARTS	309.00	.00	02-52171-08
IMCO UTILITY SUPPLY CO	WATER PARTS	604.00	.00	02-52171-08
MIDWEST MAILING & SHIPPING SYS	MAINT AGREEMENT	837.00	.00	02-52172-04
FASPRINT	SHIPPING	16.53	.00	02-52172-05
P D C LABORATORIES INC	TESTING	35.00	.00	02-52172-05
P D C LABORATORIES INC	TESTING	550.00	.00	02-52172-05

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
P D C LABORATORIES INC	TESTING	51.75	.00	02-52172-05
CHAMPAIGN TELEPHONE	TELEPHONE SERVICE	13.85	.00	02-52173-00
AMEREN IP	ELECTRICITY/GAS	2,748.50	.00	02-52175-00
DIRECT ENERGY BUSINESS	ELECTRIC/GAS	3,612.69	.00	02-52175-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	8.49	.00	02-52180-10
R P LUMBER CO INC	MISC SUPPLIES	13.23	.00	02-52180-10
Total WATER WORKS:		32,814.25	.00	
Total WATER WORKS:		32,814.25	.00	
SANITATION				
SANITATION				
CINTAS	UNIFORMS	137.95	.00	04-54734-00
COE EQUIPMENT INC	SEWER SUPPLIES	27.46	.00	04-54743-00
WEX BANK	FUEL	123.17	.00	04-54761-00
LAWSON PRODUCTS INC	SUPPLIES	29.09	.00	04-54764-00
R P LUMBER CO INC	MISC SUPPLIES	76.97	.00	04-54764-00
WELLS FARGO EQUIPMENT FINANCE	FOLDER/INSERTER	132.50	.00	04-54764-00
EASYPERMIT POSTAGE	POSTAGE	541.44	.00	04-54764-07
IMLRMA	INS RENEWAL	16,200.00	.00	04-54766-00
CINTAS	SUPPLIES	34.92	.00	04-54771-01
ILLINI OVERHEAD DOOR	GARAGE DOOR REP	150.00	.00	04-54771-01
JOHN DEERE FINANCIAL	PLANT MAINT	105.00	.00	04-54771-01
CENTRAL PETROLEUM CO	POWER FLO	45.04	.00	04-54771-02
JOHN DEERE FINANCIAL	VEH MAINT	63.94	.00	04-54771-02
SLS INSPECTIONS	VEHC INSPECTIONS	31.00	.00	04-54771-02
CONTINENTAL RESEARCH CORP	BACTO DOSE	517.01	.00	04-54771-03
U S A BLUE BOOK	WWTP SUPPLIES	147.00	.00	04-54771-03
NORTHERN FILTER MEDIA INC	FILTER SAND	1,909.20	.00	04-54771-09
MIDWEST MAILING & SHIPPING SYS	MAINT AGREEMENT	837.00	.00	04-54772-04
FRONTIER	TELEPHONE SERVICE	543.42	.00	04-54773-00
TOUCHTONE COMMUNICATIONS	LONG DISTANCE	2.74	.00	04-54773-00
AMEREN IP	ELECTRICITY/GAS	2,976.63	.00	04-54775-00
DIRECT ENERGY BUSINESS	ELECTRIC/GAS	3,342.69	.00	04-54775-00
MONTICELLO CITY UTILITY SERV	WATER/WWTP	15.74	.00	04-54775-00
VISU-SEWER OF MISSOURI LLC	CLEANING & TELEVISIONING INSP	4,740.50	.00	04-54780-01
Total SANITATION:		32,730.41	.00	
Total SANITATION:		32,730.41	.00	
TIF I & TIF II				
EXPENDITURES				
KIRBY MEDICAL CENTER	ANNUAL TIF REIMBURSEMENT	30,210.42	.00	07-57280-73
KIRBY MEDICAL CENTER	ANNUAL TIF REIMBURSEMENT VILLAS	80,088.55	.00	07-57280-73
KELLY'S ACCOUNTING SERVICE INC	ANNUAL TIF REIMBURSEMENT	1,374.58	.00	07-57280-74
Total EXPENDITURES:		111,673.55	.00	
Total TIF I & TIF II:		111,673.55	.00	
POOL CONSTRUCTION				
US BANK	POOL BOND PAYMENT 1 MIL	103,980.00	.00	11-58102-00
US BANK	POOL BOND PYMT 2 MIL	170,018.75	.00	11-58103-00

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
Total POOL CONSTRUCTION:		273,998.75	.00	
Total :		273,998.75	.00	
Grand Totals:		640,725.39	115.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

TREASURER'S REPORT
August 31, 2016

FUND	CASH	INVESTMENTS	TOTAL CASH	RECEIPTS	DISBURSE- MENTS	TRANSFERS	CASH	INVESTMENTS	FUND BALANCE
	7/31/2016	7/31/2016	7/31/2016				8/31/2016	8/31/2016	8/31/2016
GENERAL	\$949,957.71	\$1,128,599.71	\$2,078,557.42	\$202,513.29	\$609,797.58		\$542,610.49	\$1,128,662.64	\$1,671,273.13
WATER WORKS	\$245,496.39	\$62,803.27	\$308,299.66	\$96,291.70	\$85,399.61		\$256,387.11	\$62,804.64	\$319,191.75
WATER ESCROW	\$5,693.26	\$16,000.00	\$21,693.26	\$750.00	\$400.00		\$6,043.26	\$16,000.00	\$22,043.26
SANITATION	\$105,463.41	\$489,467.79	\$594,931.20	\$45,025.32	\$38,426.88		\$112,060.14	\$489,469.50	\$601,529.64
MFT	\$624,359.70	\$6,000,000.00	\$6,624,359.70	\$36,961.83	\$2,052.00		\$659,269.53	\$6,000,000.00	\$6,659,269.53
WORKING CASH	\$29,671.29	\$411,964.98	\$441,636.27	\$6.33	\$29,854.75		\$29,819.23	\$381,968.62	\$411,787.85
TIF II	\$11,705.32	\$157,674.59	\$169,379.91	\$116,417.70	\$550.00		\$127,566.95	\$157,680.66	\$285,247.61
Water Tower Project	\$0.00	\$26,516.09	\$26,516.09	\$2.40	\$0.00			\$26,518.49	\$26,518.49
Total TIF FUND	\$11,705.32	\$184,190.68	\$195,896.00	\$116,420.10	\$550.00		\$127,566.95	\$184,199.15	\$311,766.10
POOL Construction	\$0.00	\$156,940.94	\$156,940.94	\$117,424.91	\$0.00		\$0.00	\$274,365.85	\$274,365.85
TOTAL -ALL FUNDS	\$1,972,347.08	\$8,449,967.37	\$10,422,314.45	\$615,393.48	\$766,480.82	\$0.00	\$1,733,756.71	\$8,537,470.40	\$10,271,227.11

CITY OF MONTICELLO

INVESTMENTS

August 31, 2016

FUND	FINANCIAL INSTITUTION	TYPE	INT RATE	MATURITY DATE	EOM VALUATION
GEN	FIRST MID-ILLINOIS	MMDA 1550921959	VARIABLE		\$492,344.90
	<i>Restricted Use-Roadway & Capital Expenditures</i>				
*GEN	FIRST MID-ILLINOIS	MMDA 90831780	VARIABLE		\$2,778.95
*GEN	RECREATION-Donations	MMDA 9519525	VARIABLE		\$2,532.26
*GEN	CAP Improvement-Escrow	MMDA 97777855	VARIABLE		\$2,506.53
*GEN	FIRST STATE BANK	CD ACCOUNT	VARIABLE		\$628,500.00
TOTAL GENERAL FUND					\$1,128,662.64
WW	FIRST STATE BANK	MMDA 801-025-1	VARIABLE		\$27,771.53
	<i>Escrow Acct - Capital Improvements</i>				
	FIRST STATE BANK	MM Acct #8010189	0.10%		\$2,533.11
	FIRST STATE BANK	CD ACCOUNT	VARIABLE		\$32,500.00
TOTAL WATER WORKS FUND					\$62,804.64
WE	FIRST STATE BANK	CD #22384	0.15%	5/7/2016	\$16,000.00
TOTAL WATER ESCROW FUND					\$16,000.00
SAN	FIRST MID-ILLINOIS	MMDA 3200840092	VARIABLE		\$16,300.22
	<i>Restricted Use-Sanitary Sewer Capital Expenditures</i>				
*SAN	FIRST MID-ILLINOIS	MMDA 90831769	VARIABLE		\$2,617.36
	FIRST MID-ILLINOIS	MMDA 90835090	VARIABLE		\$2,551.92
	FIRST STATE BANK	CD ACCOUNT	VARIABLE		\$468,000.00
TOTAL SANITATION FUND					\$489,469.50
MFT	FIRST MID-ILLINOIS	CD ACCOUNT	VARIABLE		\$6,000,000.00
WC	FIRST STATE BANK	MMDA 801-013-8	VARIABLE		\$26,968.62
	<i>Restricted Use-Working Cash & Water Capital Expenditures</i>				
*WC	FIRST STATE BANK	CD ACCOUNT	0.80%	8/11/2017	\$325,000.00
TOTAL WORKING CASH FUND					\$351,968.62
TIF II	FIRST STATE BANK	MMA#8121340	VARIABLE		\$134,180.66
	<i>Restricted Use-Water Tower Bond Receipts/Payment</i>				
TIF II	FIRST STATE BANK	BOND PRIN	VARIABLE		\$26,518.49
TIF II	FIRST STATE BANK	CD ACCOUNT	VARIABLE		\$23,500.00
TOTAL TIF FUND					\$184,199.15
POOL	FIRST STATE BANK	DEBT SVC	VARIABLE		\$32,844.76
POOL	FIRST STATE BANK	BOND PRIN	VARIABLE		\$241,521.09
TOTAL POOL CONSTRUCTION FUND					\$274,365.85
CITY OF MONTICELLO INVESTMENTS - Unrestricted					\$6,987,931.78
CITY OF MONTICELLO INVESTMENTS - Restricted					\$1,519,538.62
TOTAL CITY OF MONTICELLO INVESTMENTS					\$8,507,470.40
TOTAL INV BY INSTITUTION					
FIRST MID-ILLINOIS					\$6,521,632.14
FIRST STATE BANK					\$1,985,838.26
TOTAL					\$8,507,470.40

TREASURER'S REPORT
September 30, 2016

FUND	CASH 8/31/2016	INVESTMENTS 8/31/2016	TOTAL CASH 8/31/2016	RECEIPTS	DISBURSE- MENTS	TRANSFERS	CASH 9/30/2016	INVESTMENTS 9/30/2016	FUND BALANCE 9/30/2016
GENERAL	\$542,610.49	\$1,128,662.64	\$1,671,273.13	\$765,154.61	\$289,738.24		\$1,017,965.97	\$1,128,723.53	\$2,146,689.50
WATER WORKS	\$256,387.11	\$62,804.64	\$319,191.75	\$110,323.37	\$90,905.93		\$275,803.31	\$62,805.88	\$338,609.19
WATER ESCROW	\$6,043.26	\$16,000.00	\$22,043.26	\$200.00	\$150.00		\$6,093.26	\$16,000.00	\$22,093.26
SANITATION	\$112,060.14	\$489,469.50	\$601,529.64	\$60,313.34	\$34,318.76		\$138,053.17	\$489,471.05	\$627,524.22
MFT	\$659,269.53	\$6,000,000.00	\$6,659,269.53	\$20,767.94	\$78,287.20		\$601,750.27	\$6,000,000.00	\$6,601,750.27
WORKING CASH	\$29,819.23	\$381,968.62	\$411,787.85	\$4.46	\$39,581.00		\$20,240.35	\$351,970.96	\$372,211.31
TIF II	\$127,566.95	\$157,680.66	\$285,247.61	\$16.00	\$0.00		\$127,577.44	\$157,686.17	\$285,263.61
Water Tower Project		<u>\$26,518.49</u>	<u>\$26,518.49</u>	<u>\$2.18</u>	<u>\$0.00</u>			\$26,520.67	\$26,520.67
Total TIF FUND	\$127,566.95	\$184,199.15	\$311,766.10	\$18.18	\$0.00		\$127,577.44	\$184,206.84	\$311,784.28
POOL Construction	<u>\$0.00</u>	<u>\$274,365.85</u>	<u>\$274,365.85</u>	<u>\$22.55</u>	<u>\$0.00</u>		<u>\$0.00</u>	<u>\$274,388.40</u>	<u>\$274,388.40</u>
TOTAL -ALL FUNDS	<u>\$1,733,766.71</u>	<u>\$8,537,470.40</u>	<u>\$10,271,227.11</u>	<u>\$956,804.45</u>	<u>\$532,981.13</u>	<u>\$0.00</u>	<u>\$2,187,483.77</u>	<u>\$8,507,566.66</u>	<u>\$10,695,050.43</u>

CITY OF MONTICELLO

INVESTMENTS

September 30, 2016

FUND	FINANCIAL INSTITUTION	TYPE	INT RATE	MATURITY DATE	EOM VALUATION
GEN	FIRST MID-ILLINOIS	MMDA 1550921959	VARIABLE		\$492,405.60
	<i>Restricted Use-Roadway & Capital Expenditures</i>				
*GEN	FIRST MID-ILLINOIS	MMDA 90831780	VARIABLE		\$2,779.06
*GEN	RECREATION-Donations	MMDA 9519525	VARIABLE		\$2,532.32
*GEN	CAP Improvement-Escrow	MMDA 97777855	VARIABLE		\$2,506.55
*GEN	FIRST STATE BANK	CD ACCOUNT	VARIABLE		\$628,500.00
TOTAL GENERAL FUND					\$1,128,723.53
WW	FIRST STATE BANK	MMDA 801-025-1	VARIABLE		\$27,772.67
	<i>Escrow Acct - Capital Improvements</i>				
	FIRST STATE BANK	MM Acct #8010189	0.10%		\$2,533.21
	FIRST STATE BANK	CD ACCOUNT	VARIABLE		\$32,500.00
TOTAL WATER WORKS FUND					\$62,805.88
WE	FIRST STATE BANK	CD #22384	0.15%	5/7/2016	\$16,000.00
TOTAL WATER ESCROW FUND					\$16,000.00
SAN	FIRST MID-ILLINOIS	MMDA 3200840092	VARIABLE		\$16,301.56
	<i>Restricted Use-Sanitary Sewer Capital Expenditures</i>				
*SAN	FIRST MID-ILLINOIS	MMDA 90831769	VARIABLE		\$2,617.47
	FIRST MID-ILLINOIS	MMDA 90835090	VARIABLE		\$2,552.02
	FIRST STATE BANK	CD ACCOUNT	VARIABLE		\$468,000.00
TOTAL SANITATION FUND					\$489,471.05
MFT	FIRST MID-ILLINOIS	CD ACCOUNT	VARIABLE		\$6,000,000.00
WC	FIRST STATE BANK	MMDA 801-013-8	VARIABLE		\$26,970.96
	<i>Restricted Use-Working Cash & Water Capital Expenditures</i>				
*WC	FIRST STATE BANK	CD ACCOUNT	0.80%	8/11/2017	\$325,000.00
TOTAL WORKING CASH FUND					\$351,970.96
TIF II	FIRST STATE BANK	MMA#8121340	VARIABLE		\$134,186.17
	<i>Restricted Use-Water Tower Bond Receipts/Payment</i>				
TIF II	FIRST STATE BANK	BOND PRIN	VARIABLE		\$26,520.67
TIF II	FIRST STATE BANK	CD ACCOUNT	VARIABLE		\$23,500.00
TOTAL TIF FUND					\$184,206.84
POOL	FIRST STATE BANK	DEBT SVC	VARIABLE		\$32,847.46
POOL	FIRST STATE BANK	BOND PRIN	VARIABLE		\$241,540.94
TOTAL POOL CONSTRUCTION FUND					\$274,388.40
CITY OF MONTICELLO INVESTMENTS - Unrestricted					\$6,988,025.36
CITY OF MONTICELLO INVESTMENTS - Restricted					\$1,519,541.30
TOTAL CITY OF MONTICELLO INVESTMENTS					\$8,507,566.66
TOTAL INV BY INSTITUTION					
	FIRST MID-ILLINOIS				\$6,521,694.58
	FIRST STATE BANK				\$1,985,872.08
					<u>\$8,507,566.66</u>



Permit Report

10/01/2016 - 10/31/2016

Permit #	Permit Date	Applicant Name	Parcel Address	Permit Type	Description/Comments	Project Cost	Total Fees	Primary Contractor	Contractor Phone
2016104	10/27/2016	Marc Poling	116 E HIGH	Demo Permit	Demo old garage before it collapses	900	\$10.00		
2016103	10/27/2016	Seth Knight	1314 RIDGEPOINTE DR	Fence Permit	Backyard fence	800	\$50.00		
2016102	10/25/2016	Sean Burke	13 CORRINE CT	Deck/Patio Permit	Replacing existing back patio.	9,500	\$50.00	Casten's Lawn Care	217-778-8665
2016101	10/19/2016	Miller, Tracy,	316 S CHARTER	Sign/Billboard Permit	6.5sf sign	2,827	\$10.00		
2016100	10/17/2016	Devon Voyles	204 S CENTENNIAL	Fence Permit	6ft Cedar Privacy fence in the backyard	5,194	\$50.00	SK Home Improvements	217-398-4812
2016099	10/14/2016	Steve Schilling	6 ILLINI CT	Building Permit Addition/Remodel	13ftx12ft Sun Room addition.	45,000	\$50.00	Nixon Construction	217-841-0846
2016098	10/13/2016	State Bank of Bement	1927 N MARKET	Building Permit New Commercial Building	HAVE NOT APPLIED FOR SEWER TAP OR WATER TAP YET.	2,100,000	\$500.00	O'Shea Builders	217-836-6764
2016097	10/13/2016	State Bank of Bement	1927 N MARKET	Demo Permit		2,100,000	\$10.00	O'Shea Builders	217-836-6764

2016096	10/11/2016	Josh Mohr	4000 APPLEWOOD LN	Fence Permit	6ft tall Wood Privacy fence in the backyard.	1,500	\$50.00			
2016095	10/11/2016	Teresa Hendrix	421 N GREELY	Fence Permit	110lf of 4ft fence	3,640	\$50.00	SK Home Improvements	217-398-4812	
2016094	10/5/2016	Scott Docherty	9 FIR CT	Building Permit Shed	Everlast Storage Shed	3,000	\$50.00			
2016093	10/5/2016	James Singleton	304 S MARKET	Sign/Billboard Permit	4'x10' promotional sign	0	\$10.00			
2016092	10/5/2016	Gina Shreve	1000 ROBERT WEBB	Building Permit Shed	Portable shed on skids	0	\$50.00			
							\$940.00			

Total Records: 13

11/9/2016

Monticello Police Department Monthly Report For

October

2016

To: Honorable Mayor Larry Stoner and City Council Members

From: Chief John Carter

Date:

	2015	2016
Criminal Offenses:	30	12
Follow-up Investigations:	13	19
911 Calls:	17	14
Written Warnings:	9	5
Verbal Warnings:	47	10
Traffic Tickets:	15	3
Public Service Details:	19	23
Assisted Other Law Enforcement:	13	21
Accident Reports:	12	7
Fire Department Assist:	4	4
Ambulance Assist:	17	15
Downtown Foot Patrols:	43	76
Vacation Checks:	30	16
Ordinance Violations:	4	5
Barking Dog - 1		
Dog Running at Large - 1		
Inoperable Vehicles - 1		
Fence - 1		
Junk on Boulevard - 1		

Police Department Information for the Month of October 2016

Respectfully Submitted,



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

**CITY OF MONTICELLO
FIRE DEPARTMENT REPORT**

Month: Oct-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> P </u>	<u> P </u>
Brett Baker	<u> P </u>	<u> P </u>	<u> P </u>	Jed Mackey	<u> E </u>	<u> E </u>	<u> W </u>
Tom Bates	<u> A </u>	<u> A </u>	<u> A </u>	Rob Prather	<u> P </u>	<u> E </u>	<u> E </u>
Tim Clifton	<u> W </u>	<u> P </u>	<u> E </u>	Matt Dyer	<u> A </u>	<u> A </u>	<u> A </u>
Brandon Dubson	<u> W </u>	<u> P </u>	<u> E </u>	Mark Mackey	<u> P </u>	<u> P </u>	<u> P </u>
Bryce Dubson	<u> P </u>	<u> P </u>	<u> E </u>	Cole Hunt	<u> P </u>	<u> P </u>	<u> W </u>
Jeremy Dunlap	<u> P </u>	<u> E </u>	<u> W </u>	Brian Morrow	<u> P </u>	<u> P </u>	<u> E </u>
Brad Hettinger	<u> P </u>	<u> P </u>	<u> E </u>	Adam Kulp	<u> P </u>	<u> P </u>	<u> E </u>
John Rupkey	<u> E </u>	<u> P </u>	<u> E </u>	Bill Kallembach	<u> A </u>	<u> A </u>	<u> A </u>

Week 1 - Open House Prep

Week 2 -
 Open House

Week 3 -
 NARCAN Training

Fire Calls: <u> 2 </u>	Medical Calls: <u> 19 </u>	Water Used: <u> 0 </u> Gallons
Gas Leak:		
Accident: <u> 1 </u>	Public Assist <u> 0 </u> Animal	Alarms 12 Spills: 0
Truck Runs: Engine 1: <u> 0 </u> Engine 3: <u> 6 </u>	Rescue 1: <u> 22 </u>	Call off: 1

Squad 1: 10

Call Summary: 36 CALLS FOR ASSISTANCE IN OCTOBER. 7 CALL-OFF by Kirby/PCSO.
353 calls for 2016 through October 31, 2016.

Resolution 2016-74

A Resolution to Designate City Holidays and City Council Meeting Dates for Fiscal Year 2017

WHEREAS, the City Council previously adopted City of Monticello Personnel Policies and Procedures;

WHEREAS, the Regular City Council meetings are scheduled for the second and fourth Monday of the month;

WHEREAS, City Council Special Meetings, Committee Meetings, Study Sessions and Committee Meetings of the Whole will be scheduled with required notices published, as required by law, on an “as needed Basis”;

NOW, THEREFORE BE IT RESOLVED this 14th day of November 2016 that the City Council of the City of Monticello hereby approves the following dates for City Holidays and City Council Meetings:

2017 City Holidays

New Year’s Day	January 1
Martin Luther King’s Day	January 16
Good Friday	April 14
Memorial Day	May 29
Independence Day	July 4
Labor Day	September 4
Columbus Day	October 9
Veteran’s Day	November 10
Thanksgiving Day	November 23
Thanksgiving Day after	November 24
Christmas Eve	December 25
Christmas Day	December 26
Floating Holiday	-----

City Council Meetings

January 9 & 23
February 13 & 27
March 13 & 27
April 10 & 24
May 8 & 22
June 12 & 26
July 10 & 24
August 14 & 28
September 11 & 25
October 10 & 23
November 13 & 27
December 11 & 26

Planning & Zoning Board Meetings

3rd Monday of each month and as needed in between

Historic Preservation

1st Monday of each month

Fire & Police Commission

As needed

Passed by the City Council of the City of Monticello, Piatt County, Illinois this 14th day of November 2016, by the following roll-call vote:

AYES:

NAYES:

ABSENT:

Clerk of the City of Monticello,
Piatt County, Illinois

Approved by the Mayor of the City of Monticello, Piatt County, Illinois, this 14th day of November 2016.

Mayor of the City of Monticello,
Piatt County, Illinois

ATTEST:

Clerk of the City of Monticello,
Piatt County, Illinois

PUBLISHED this 15th day of November 2016

CERTIFICATE OF PUBLICATION

I, Pamela Harlan, City Clerk of the City of Monticello, Piatt County, Illinois, do hereby certify that the foregoing **“Resolution 2016-74: A Resolution to Designate City Holidays and City Council Meeting Dates for Fiscal Year 2017”** is a true and correct copy of said Resolution duly adopted and enacted by the City Council at its regular meeting on the 14th day of November 2016, by the following roll-call vote:

Ayes ; nays ; absent ;

and that the same was published by publication in pamphlet form on the 15th day of November 2016.

Dated this 14th day of November 2016.

City Clerk of the City of Monticello,
Piatt County, Illinois



CITY COUNCIL MEETING MEMORANDUM

ITEM: Resolution 2016-75 IMLRMA Annual Renewal	DEPARTMENT: City Administration
AGENDA SECTION: New Business	SUBMITTED BY: Maura Metcalf, HR/Accounting Manager
ATTACHMENTS: () ORDINANCE (X) RESOLUTION () OTHER SUPPORTING DOCUMENTS	DATE: November 9, 2016

BACKGROUND:

This resolution renews the city liability and worker's compensation coverage for calendar year 2017. The \$182,532.24 premium reflects a 1% increase and takes advantage of the min/max program and a 1% early pay discount.

RECOMMENDED ACTION:

It is recommended that the City Council discuss and vote on this resolution.



After recording return to:

**City of Monticello, Illinois
210 North Hamilton
Monticello, Illinois 61856**

CCG
206 N. Randolph St.
Suite 200
Champaign, IL 61824

SALES AGREEMENT AND LICENSE AGREEMENT FOR USE OF RIGHT-OF-WAY

Campus Communications Group, Inc.

THIS AGREEMENT is made and entered into by and between the City of Monticello ("City") and the other members of the Joint Fiber Optic Network Committee ("JFON"), consisting of Piatt County ("County"), Board of Education of Monticello Community Unit School District #25 ("District #25") and Allerton Public Library District ("Library"), as current owners of a certain fiber optic Telecommunications Facility ("Facility"), on the one hand, and Campus Communications Group, Inc. ("CCG"), as purchaser of the Facility on the other hand (each a "Party" and collectively the "Parties"). This Agreement is effective on the last date signed by a Party to this Agreement. The Parties agree as follows:

1. **Right-of-Way.** City, as the authority with jurisdiction over the use of the public right of way, requires, and CCG has provided, maps depicting the mutually agreed upon and dedicated routes for the Facility. The maps for the agreed routes are attached as Exhibit A. For the sake of clarity, CCG will also provide narrative summaries—to be approved by the City—that describe the mapped routes and CCG will do so in accordance with City's permit approval process. The narrative summaries will be attached as Exhibit B
2. **Grant of License.** The City hereby grants CCG a limited license to maintain, construct and expand the Facility in accordance with the maps and descriptions set forth in Exhibits A and B. The Facility will be comprised of the existing fiber optic infrastructure owned by JFON and all appurtenant equipment necessary to operate the Facility
 - a. The license granted under this Agreement is wholly dependent upon CCG fully and faithfully performing and complying with all the terms, conditions, and covenants contained in this Agreement. This License is subject to the rights of any public utility or other person or entity currently having rights, license, Licenses or easements in and about the right-of-way;
 - b. The license granted under this Agreement is immediately revocable at the option of the City in the event that CCG fails to perform or comply with any term, condition, or covenant set forth in this Agreement, provided that CCG will have a period in which to cure any such failure as set forth in this Agreement;
 - i. Should revocation occur as noted in §211(b) above, JFON will have first right of purchase for any and all elements of the installed Facility. Upon request by JFON, CCG shall provide all requested documentation relevant to asset value,



minus any equipment depreciation, prior to JFON exercising or waiver its right of first refusal. The stated value of the Facility will include the market value analysis. Any irreconcilable dispute over the value of the Facility under this subparagraph will be decided under the Commercial Arbitration Rules of the American Arbitration Association.

- c. The license granted under this Agreement may not be transferred or assigned by CCG without the prior written consent of the City;
- d. The license granted under this Agreement does not convey any right, title, or interest in any right-of-way, but is deemed a license only to use and occupy. The license shall not be construed as any warranty of title or fitness for a particular purpose;
- e. The License granted under this Agreement is non-exclusive and at all times is subordinate to the City's and the public's use of said right-of-way for purposes normally associated with such a public right-of-way. Accordingly, the Company shall, at its sole cost, relocate or remove any portion of the Facility upon the written direction of the City's Director of Public Works ("Director") if necessary to accommodate repair, maintenance or construction of the City utilities or improvements to the right-of-way. CCG will assume locating, identifying and managing of the Facility .
- f. Piatt County and JFON will provide CCG free access to the site and location of the current Headend of the fiber optic network (the locations generally described as the Piatt County Nursing Home is the present location of the Headend). In exchange for the continued use of the Headend space without payment of rent, and for the other considerations and mutual promises contained herein, CCG will provide fiber optic broadband service to the City, the County, District #25, and Library at all locations served by the Facility on the effective date of this Agreement—said locations being set forth for each Party on Schedule 1 attached hereto as Exhibit C--and do so without any subscription or other charge. Further:
 - i. CCG will provide or replace, as necessary, modems and other equipment at each location for access to the Facility by each Party;
 - ii. Bandwidth provided by CCG will be set to no less than 500 Mbps;
 - iii. The City and County will provide access for equipment and electronics for CCG and said access will include electrical power outlets and use and heating and air conditioning;
 - iv. The City will provide CCG with a list of potential contractors and disposal sites for spoils from trenching operations and other construction activities of CCG but all costs of disposal shall be that of CCG exclusively;
 - v. The City will provide access to metered water service for directional boring and other construction activities; however, the City shall invoice CCG and CCG shall pay for water access and use at standard City rates.
- g. CCG will agree to the initial, trial installation of fiber to four separate geographic areas listed on Schedule 2, attached hereto as Exhibit D. These areas include residential homes and a downtown business district (estimated to include 498 homes). CCG will retain the right to pursue other locations and fiber installation throughout the City. Any determined areas will be subject to the permit process noted herein;



- a. In addition to the above, CCG will also be fully responsible for all 811 (JULIE) locates and for maintenance and repair of the JFONC fibers previously installed, as needed.
7. **Right-of-Way Repair.** After doing any work, CCG at its sole cost and expense shall promptly repair and restore to the extent practicable any right-of-way disturbed by CCG, including, without limitation, all sidewalks, parkways or pavements to the condition in which they existed before performance of the work.
 - a. If any such sidewalk, parkway or pavement becomes uneven, unsettled or otherwise requires repairing because of such disturbance by CCG, then CCG, as soon as climatic conditions reasonably permit, shall promptly and no more than fifteen (15) days from receipt of notice from the City to do so, cause such sidewalk, parkway or pavement to be repaired or restored to the condition in which it existed before said sidewalk, parkway or pavement was disturbed by CCG. Such restoration shall be completed within ten (10) calendar days after the date of commencement of such restoration work. If CCG fails to commence and complete the restoration work in the manner and within the time periods prescribed herein, the City has the right, but no obligation to perform such work. CCG shall promptly reimburse any costs and expenses the City incurs under the authority granted by this paragraph.
 - b. If such right-of-way or improvement cannot be so repaired, replaced or restored, the Company shall compensate the City for the cost or reasonable value of such improvements in an amount estimated by the City's engineer.
 - c. All excavations in lawns or grass parkways shall be immediately backfilled, tamped, and then restored within a reasonable time thereafter to the original condition with seed or mulch in accordance with the applicable provisions of this agreement. In the event any shrubs, bushes or trees existing within the right-of-way are disturbed by reason of the construction, maintenance or repair of the Facility, the Company shall repair or replace such shrubs, bushes or trees as the case may warrant as determined by the Director.
 - d. CCG shall keep all structures constructed pursuant to this Agreement in a reasonably safe condition at all times and shall maintain such traffic control and protection during the construction, repair or renewal work performed hereunder as will reasonably avoid danger to life, limb and property.
 - e. CCG shall promptly repair and restore at its own expense all damage it causes to any other utility, including, but not limited to, storm and sanitary sewers and their services, street lighting, traffic signals, field titles or facilities from any other utility company.
8. **Lapse and Termination.** The license shall be limited solely to the construction, maintenance and use of the Facility. Upon cessation of such use for greater than three (3) months, for any reason other than restoration, maintenance replacement and repair, as determined by the designated City representative and signatory of this Agreement (or similarly situated personnel), this Agreement will immediately and automatically lapse and terminate. If the City believes CCG is no longer using the Facility or that it otherwise has been abandoned, the City shall notify CCG in writing that the City is asserting its right to declare this Agreement lapsed and terminated. Such notice shall state that CCG has thirty (30) days in which to reassert its rights under this Agreement and demonstrate that it has not, in fact, abandoned use of the license granted by this Agreement. If CCG demonstrates within the thirty (30) day period that it has not abandoned the Facility, this Agreement shall remain in force and effect according to its terms. If CCG does not demonstrate within the thirty (30) day period of the notice that it has not abandoned the Facility, this Agreement shall be deemed lapsed, terminated and no longer in effect (except that part which relates to removal of the Facility, restoration of the work area and indemnification, each of which shall survive this Agreement). Any additional use other than that specifically named herein,



without the further express written consent of the City, shall be construed as a violation of respective City ordinances and municipal laws.

- a. **Grace Period.** Notice of lapse and termination shall include a *Grace Period* for reinstatement, if desired by CCG. Said Grace Period shall expire, in its entirety, within one year of Termination under §8 above.

9. **Facility Removal or Relocation.** In the event of the existence of one or more of the following, the City reserves the right to request CCG to remove facilities (and/or relocate) at its own expense. CCG, however, will retain the option, if the cost of removal or relocation exceeds \$ 20,000.00, to abandon their facilities at the designated removal location:

- a. An emergency that presents imminent peril to person or property;
- b. Non-compliance with any term, provision or covenant in this Agreement that is not cured within the time period provided herein, following notice of such non-compliance tendered to CCG;
- c. The duly authorized agent for the City, in good faith, deems the procedure in §7 (*Right-of-Way Repair*) impracticable in light of circumstances which may exist;
- d. Termination of this Agreement, for any reason;
- e. Abandonment of the Facility (or Facilities) use in accordance with the provisions in §8 (*Lapse and Termination*) of this Agreement;
- f. Expiration of this Agreement, in the absence of any renewal as noted in §11.
- g. Should CCG fail in any way to make timely payment to the City for such costs and expense, the Contractor agrees to pay, in addition to any amount so owed, actual attorneys' fees and court costs incurred in the collection of such amount.

10. **Insurance and Indemnity.** To the extent permitted by law, and except for gross negligence or willful and wanton misconduct by the City, CCG shall hold and save the City and County and their officers, agents and employees, harmless from any and all liability and expense, including, but not limited to, judgments, costs and damages, and attorney's fees arising out of the existence, installation, removal, relocation, alteration, repair, maintenance, restoration and any other aspect of the Facility as described herein or the use of the storage area or the Headend space; and also hold the City harmless from any and all damages to the Facility on account of the location, construction, alteration, repair or maintenance of any public street, sidewalk, right-of-way, bridge, underpass, subway, tunnel, vault, sewer, water main, conduit, pipe, pole and all aspects of any other utility or public facility.

a. CCG shall procure and keep in force, to the satisfaction of the City, at all times during the performance of any construction work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

- 1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee
- 2. Commercial General Liability:
 - 1. \$2,000,000.00 General Aggregate
 - 2. \$1,000,000.00 Products Completed Operations Aggregate
 - 3. \$1,000,000.00 Personal and Advertising Injury
 - 4. \$1,000,000.00 Each Occurrence
 - 5. \$ 50,000.00 Fire Damage (any one fire)
 - 6. \$ 5,000.00 Medical Expense (any one person)



3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - b. Property Damage:
 - \$1,000,000.00 Per Occurrence

4. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance

b. CCG shall have all policies of insurance purchased or maintained in fulfillment hereof name the City and County as additional insureds thereunder and the CCG shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages and the addition of the City and County as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of the City or County to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure to identify a deficiency from evidence that is provided shall not be construed as a waiver of CCG's obligation to maintain such insurance. To the extent permitted by law, and except for gross negligence or willful and wanton misconduct by the City, CCG shall indemnify and hold the City harmless from any and all damages and claims arising out of damage to the Facility caused in whole or in part by the City, its officers, employees and agents or by any other person(s), whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner.

c. CCG waives all claims, except for gross negligence or willful and wanton misconduct by the City, its officers, employees and agents, against the City, whether arising directly, by subrogation, assignment or otherwise, for any and all damages, direct or indirect, resulting from damage to the Facility structures done, in whole or in part, by the City or by any other person(s) whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner. As part of this provision, CCG shall, at its own expense, defend all suits and does agree to indemnify and save harmless, except for gross negligence or willful and wanton misconduct by the City, its officers, employees and agents, the City from and against any and all claims and liabilities of whatever nature arising from the granting of authority herein to CCG or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the installed Facility constructed under or by virtue of this Agreement, and shall save and keep harmless the City from any and all damages, judgments, costs and expenses of every kind, that may arise by reason thereof.

d. Notice in writing shall be promptly given to CCG of any claim or suit against the City which, by the terms hereof, CCG shall be obligated to indemnify and defend, or against which CCG has hereby agreed to save and keep harmless the City. The City shall furnish to CCG all information in its possession relating to said claim or suit, and cooperate with said CCG in the defense of any said claim or suit. CCG agrees to provide notice in writing to the City Attorney of the City of any claim or suit against CCG and/or its officers or employees which may directly affect the Facility or directly or indirectly affect this Agreement or the property referred to herein, whether or not the City has been made a defendant or respondent to the legal action. The City may, if it so desires, assist in defending any such claim or suit. CCG further agrees that it will pay the costs incurred by the City for the necessary defense of any suit against the City resulting from this Agreement other than disputes between the City and Company arising from this Agreement or where indemnification would not be required under the terms of this Agreement. CCG will not rely upon governmental immunity afforded to the City. Except where this Agreement requires the



City to indemnify CCG, the indemnification and waiver provided in this Section shall be enforceable solely by the City and shall not operate as an indemnification or waiver as to any third party.

11. **Term; Termination.** The initial term of this Agreement shall be twenty (20) years from the date of the execution. Upon expiration of this initial term or any renewal term, this Agreement shall automatically renew for a subsequent term of five (5) years, unless, no fewer than ninety (90) days prior to the then scheduled expiration of the current term or any renewal term, either party provides written notice to the other party of the intent not to renew. Either party may terminate this Agreement for cause by giving written notice to the other party prior to the proposed termination. Such notice of termination shall specify the reason or reasons for such termination and shall specifically state that such termination shall become effective thirty (30) calendar days after the date thereof in the event the reason or reasons for such notice of termination are not fully and completely cured.

- a. CCG acknowledges and City agrees that the current agreement between the JFON of Monticello and Metro Communications will expire within eighteen (18) months. Further, City agrees and covenants to move transfer all elements of ownership rights to all bandwidth facilities, procured by the City under the Metro agreement, to CCG at the end of the aforementioned 18-month period.

12. **Fees. Conditions.** The City and CCG have agreed to the following fees and conditions:

- a. In consideration of the mutually beneficial marketing of services, CCG hereby agrees to become a contributor and supporter of the athletic programs in Monticello school(s) in the sum of \$2500 annually.
- b. In a separate Purchase Order document, CCG will pay City, as agent for JFON, a one-time payment of One Hundred and Fifty Thousand dollars (\$150,000.00) for the purchase of existing fiber infrastructure from JFON. Prior to closing in such purchase, CCG shall have a forty-five (45) day due diligence period during which time CCG may survey the existing City fiber infrastructure. The infrastructure includes 72 strands of fiber. CCG, subsequent to payment of this amount, will own 60 strands and both conduits and the City will retain ownership of 12 strands. If CCG, upon review of due diligence summary, determines that the infrastructure is not of standard quality or the installed fiber is less than presented, then CCG will advise JFON and the Parties agree to re-negotiate this sum or terminate this Agreement. Both JFON and CCG agree that the JFON Parties have not made any oral or written representation or warranty regarding the quality of the existing fiber infrastructure and CCG is making the purchase based solely on its own investigation and determination of the quality and fitness of such property.

13. **Entire Agreement.** This Agreement and any written exhibits or addenda to it constitute the entire Agreement between the parties, and may be changed, modified or amended only by mutual written agreement executed by them.

14. **Notices.** All notices required under this Agreement must be in writing. Notices must be personally hand delivered or mailed by certified U.S. mail, return receipt requested, addressed to the respective party as shown below, or to any changed address either party may have fixed by notice. Notice will be deemed effective upon actual receipt of the notice or, if certified mail delivery is not accomplished, notice will be deemed given on the date of the mailing. An electronic Notice is acceptable, if followed up with an original via regular U.S. Mail.

To the City:

City of Monticello, Illinois
210 North Hamilton
Monticello, Illinois 61856



To CCG: Michael O'Linc, President
Campus Communications Group, Inc.
206 N. Randolph St., Suite 200
P.O. Box 25 (61824)
Champaign, Illinois 61820
Phone: 217-353-3021
Phone: 217-353-3013
Fax: 217-389-1429
pswisher@pavlovmedia.com
dheavner@pavlovmedia.com

Either party may designate by written notice a different address or addressee to which notices can be sent.

15. **Non-waiver.** CCG will not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.
16. **Governing Law.** This Agreement will be construed in accordance with the laws of the State in which the City resides and by local municipal ordinances. Each party acknowledges that this Agreement is the product of good faith negotiations by and between the parties hereto and, as such, neither party may seek to have this Agreement strictly construed against the other party as drafter of this Agreement by reason of the principles of evidence or contract law.
17. **Amendment.** This Agreement may be amended only by a writing which is fully and duly executed by the parties hereto.
18. **Due Authorization.** Each party acknowledges that the individual who has executed this Agreement has full authority to do so.
19. **Recording.** If required, this Agreement will be recorded in the Office of the Recorder of Deeds for Piatt County, Illinois.
20. **Execution by counterpart.** This Agreement may be executed in counterparts, each of which will, for all purposes, be deemed to be an original and will together constitute one and the same instrument.

[Signatures on the following page]



IN WITNESS WHEREOF, the parties have executed this Agreement by the respective, duly authorized agents, on the dates as noted below:

City of Monticello

Date: _____

[Printed Name]

[Title]

ATTEST:

[Name and Title]

County of Piatt

Date: _____

[Printed Name]

[Title]

ATTEST:

[Name and Title]

Board of Education, Monticello Community Unit District #25

Date: _____

[Printed Name]

[Title]

ATTEST:

[Name and Title]



Allerton Public Library District

Date: _____

[Printed Name]

[Title]

ATTEST:

[Name and Title]

Campus Communications Group, Inc.:

Date: _____

Michael O'Linc

President

ATTEST:

[Name and Title]

Attachments:	Exhibit A	Segment Maps (4 Pages)
	Exhibit B	CCG Route Narratives and Installation Specifics (___Pages)
	Exhibit C	Schedule of Facilities
	Exhibit D	Schedule of Geographic Regions for Service

Exhibit B will be provided by CCG to the City of Monticello within sixty (60) days of mutual execution of this Agreement.

4824-4537-4522, v. 1

**“Exhibit A”
Maps and Routes
Ordinance 2016-71
Sales Agreement and License Agreement for Use of Right-of-Way**

4 Maps Attached





Image courtesy of Bruce Hamilton, Architectural Corporation, 2016, HFE 5-2016



Image courtesy of USGS Earth Explorer. Downloaded by 231.37.102.53 on 4/10/2016 10:50:00 AM. All rights reserved. No warranty is made by the provider.

"Exhibit B"
Narrative Summaries
Ordinance 2016-71
Sales Agreement and License Agreement for Use of Right-of-Way

The CCG Route Narratives and Installation Specifics will be provided by CCG to the City of Monticello within sixty (60) days of mutual execution of this Agreement.

“Exhibit C”

Schedule of Facilities

Ordinance 2016-71

Sales Agreement and License Agreement for Use of Right-of-Way

The locations to be included for fiber optic broadband service and maintenance as mentioned in Section 2(f) of this agreement are listed as:

City of Monticello-

- Monticello Municipal Building, 210 N. Hamilton Street
- Monticello Livingston Center, 224 E. Livingston Street
- Monticello Water Department, 212 N. Hamilton Street
- Monticello Police/Fire Station, 209 N. Hamilton Street
- Monticello Public Works Facility, 303 W. Railroad Street
- Ducky Lift Station, 1753 N. State Street
- Bear Park Lift Station, 375 W. Burnside

Monticello Community Unit School District #25-

- Lincoln Elementary School, 700 N. Buchanan Street
- Monticello Middle School, 2015 E. Washington Street
- Washington Elementary School, 2 Sage Drive
- Monticello High School, 1 Sage Drive

Piatt County Government-

- Piatt County Courthouse, 101 W. Washington Street
- Piatt County Office Building, 1111 N. State Street
- Piatt County Nursing Home, 1111 N. State Street
- Piatt County Maple Pointe Assisted Living Facility, 1000 N. Union
- Piatt County Mental Health, 1921 N. Market Street
- Piatt County Transportation, 1921A N. Market Street
- Piatt County Safety Building, 1216 Raymond Road

Allerton Public Library District-

- Allerton Public Library, 4000 Green Apple Lane

"Exhibit D"
Schedule of Geographic Regions of Service
Ordinance 2016-71
Sales Agreement and License Agreement for Use of Right-of-Way

Geographical areas to be served through first installation of fiber include the general areas of:

Downtown Business District

Chimneys Subdivision

Appletree /Turtle Creek/ Turtle Pointe/ Evergreens Subdivisions

Ridgepointe/Foxfield Subdivisions

Chimneys Subdivisions

Jefferson Grove Subdivision



CITY COUNCIL MEMORANDUM

ITEM: Motion approving Property Tax Levy Estimate.	DEPARTMENT: City Administration
AGENDA SECTION: New Business	SUBMITTED BY: Bob Mahrt, City Administrator
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER SUPPORTING DOCUMENTS	DATE: November 14, 2016

BACKGROUND:

State Statutes establish procedures and requirements for determining the amounts of money necessary to be raised from a property tax levy by a municipality. In accordance with The Truth in Taxation Law, the City Council must approve an estimated tax levy at least twenty days prior to adoption of the final levy. If the estimated property tax levy is less than 105% of the prior year levy, the City would not be required to advertise its intent and hold a public hearing on the levy.

City Administration has estimated the FY 2017 property tax levy to be \$632,418.00, which is approximately 4.9% over the previous year's levy. It is intended that the FY 2017 Tax Levy Ordinance will be placed on the December 12, 2016 City Council agenda for approval. (A draft copy of the FY 2017 Tax Levy Ordinance is attached for City Council review).

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Motion approving the FY 2017 Property Tax Levy Estimate.

ORDINANCE NO. 2016-xx

CITY OF MONTICELLO
PIATT COUNTY, ILLINOIS

AN ORDINANCE LEVYING TAXES FOR
ALL CORPORATE PURPOSES FOR THE
CITY OF MONTICELLO, PIATT COUNTY,
ILLINOIS FOR THE FISCAL YEAR
COMMENCING ON JANUARY 1, 2017
AND ENDING ON DECEMBER 31, 2017.

ADOPTED BY THE
CITY COUNCIL
CITY OF MONTICELLO

THIS 12TH DAY OF DECEMBER, 2016

Published in pamphlet form by authority of the City Council
of the City of Monticello, Piatt County, Illinois,
this 13TH day of December 2016.

**CITY OF MONTICELLO
PIATT COUNTY, ILLINOIS
ORDINANCE NO. 2016-XX**

**AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE CITY OF
MONTICELLO, PIATT COUNTY, ILLINOIS FOR THE FISCAL YEAR COMMENCING ON
JANUARY 1, 2017 AND ENDING ON DECEMBER 31, 2017.**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MONTICELLO,
PIATT COUNTY, ILLINOIS:

Section 1: That the amounts hereinafter set forth, or so much thereof as may be authorized by law, be and the same are hereby levied for all corporate purposes of the City of Monticello, Illinois for the fiscal year of said City, beginning January 1, 2017 and ending December 31, 2017.

Section 2: The amount levied for each object or purpose is as follows:

General Corporate	\$240,263
Police Protection	\$128,252
Liability Insurance	\$ 82,871
Payroll Taxes	
FICA taxes	\$ 47,205
IMRF/SLEP taxes	\$ 56,358
Police Pension	\$ 77,469
TOTAL	\$632,418

Section 3: That the City Clerk shall, on or before the last Tuesday in December, 2016, make and file with the County Clerk of Piatt County a duly certified copy of this Ordinance and a certificate of compliance with the Truth in Taxation Act and certify that the amount levied by Section 2 of this Ordinance is required by the said City of Monticello, as aforesaid, and request that the same be extended upon the appropriate tax books for the fiscal year of said City of Monticello beginning January 1, 2017 and ending December 31, 2017.

Section 4: That if any section, subdivision, sentence or clause of this Ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section 5: The unexpended balance of any item or items levied in and by this ordinance may be expended in making up any deficit of any item or items in the same general appropriation and levy made by this ordinance. Any funds on hand at the end of the 2017 fiscal year, which funds are not pledged for or allocated to a particular purpose, may be transferred to the capital improvement fund and accumulated therein so long as the

total amount accumulated in such fund does not exceed 3% of the aggregate assessed valuation of all taxable property in the City.

Section 6: That this Ordinance shall be in full force and effect immediately from and after its passage, approval, and that a copy of this Ordinance shall be published in pamphlet form by the City Clerk.

PASSED this 12th day of December 2016, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

City Clerk, City of Monticello, Piatt
County, Illinois

Approved by the Mayor of the City of Monticello, Piatt County, Illinois, this 12th day of December 2016.

Mayor, City of Monticello,
Piatt County, Illinois

ATTEST:

City Clerk, City of Monticello
Piatt County, Illinois

CERTIFICATE OF COMPLIANCE WITH TRUTH
IN TAXATION ACT

I, Lawrence Stoner, Mayor of the City of Monticello, Piatt County, Illinois, and the presiding officer of the City of Monticello, and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the Choices Below

- 1) the taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation law.
- 2) the taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- 3) the proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- 4) the adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____ Presiding Officer: _____

CERTIFICATE OF PUBLICATION

I, Pamela Harlan, City Clerk of the City of Monticello, Piatt County, Illinois, do hereby certify that the foregoing and attached "AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE CITY OF MONTICELLO, PIATT COUNTY, ILLINOIS FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2017 AND ENDING ON DECEMBER 31, 2017" is a true and correct copy of said ordinance duly adopted and enacted by the City Council at its regular meeting on the 12th day of December 2016, by the following roll-call vote:

Ayes: ____; Nays: ____ ; Absent: _____;

and that the same was published by publication in pamphlet form on the 12th day of December 2016, and further certify that said Ordinance remains in full force and effect as of the date of this Certification.

Dated this 12th day of December 2016.

City Clerk, City of Monticello
Piatt County, Illinois



CITY COUNCIL MEETING MEMORANDUM

ITEM: Resolution 2016-75 IMLRMA Annual Renewal	DEPARTMENT: City Administration
AGENDA SECTION: New Business	SUBMITTED BY: Maura Metcalf, HR/Accounting Manager
ATTACHMENTS: () ORDINANCE (X) RESOLUTION () OTHER SUPPORTING DOCUMENTS	DATE: November 9, 2016

BACKGROUND:

This resolution renews the city liability and worker's compensation coverage for calendar year 2017. The \$182,532.24 premium reflects a 1% increase and takes advantage of the min/max program and a 1% early pay discount.

RECOMMENDED ACTION:

It is recommended that the City Council discuss and vote on this resolution.

Resolution 2016-75

**RESOLUTION AUTHORIZING THE EXECUTION OF THE
IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT**

Whereas, the City Council of the City of Monticello, a member in good standing of the Illinois Municipal League Risk Management Association and party to the IMLRMA Intergovernmental Cooperation Contract, has been fully apprised of the IMLRMA Minimum/Maximum Contribution Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/2016 to 12/31/2017 and all endorsements thereto.

Whereas, the City Council of the City of Monticello finds it to be in the best interest of the municipality to make its IMLRMA contribution in accordance with the IMLRMA Minimum/Maximum Contribution Agreement.

Therefore be it ordained by the City Council of Monticello:

1. That the execution of the IMLRMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 12/31/2016 and ending 12/31/2017 is hereby authorized.
2. That the Mayor and the City Clerk are hereby granting authority to execute the IMLRMA Minimum/Maximum Agreement which amends and supplements the IMLRMA Declarations pages dated 12/31/2016 to 12/31/2016 and all endorsements thereto.
3. That this ordinance shall take effect immediately upon its passage and approval.

Passed this 14th day of November, 2016.

Clerk of the City of Monticello

AYES:

NAYES:

ABSENT:

Approved by the Mayor of the City of Monticello, Piatt County, Illinois, this 14th day of November, 2016.

Mayor of the City of Monticello

ATTEST:

Clerk of the City of Monticello, Piatt County, Illinois
PUBLISHED this 15th day of November, 2016.

CERTIFICATE OF PUBLICATION

I, Pamela Harlan, City Clerk of the City of Monticello, Piatt County, Illinois, do hereby certify that the foregoing "RESOLUTION AUTHORIZING THE EXECUTION OF THE IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT" and attached is a true and correct copy of said Resolution duly adopted and enacted by the City Council at its regular meeting on the 14th day of November, 2016, by the following roll-call vote:

Ayes ; nays ; absent ;

and that the same was published by publication in pamphlet form on the 15th day of November 2016.

Dated this 15th day of November 2016.

City Clerk of City of Monticello



CITY COUNCIL MEMORANDUM

<p>ITEM: An Ordinance providing for the issuance of Wastewater System Revenue Bonds, of the City of Monticello, Piatt County, Illinois, to an amount not to exceed \$14,285,000, and the collection, segregation and distribution of the revenues of said Wastewater System, the safeguarding of the interests of the owner of said Revenue Bonds, and other matters connected therewith.</p>	<p>DEPARTMENT: Public Works Department/City Administration</p>
<p>AGENDA SECTION: New Business</p>	<p>SUBMITTED BY: Bob Mahrt, City Administrator</p>
<p>ATTACHMENTS: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER SUPPORTING DOCUMENTS</p>	<p>DATE: November 14, 2016</p>

BACKGROUND:

The City of Monticello had previously received notice that the financing assistance made available through the USDA Rural Development Loan Programs for the Wastewater Treatment Plant Upgrade Project was approved. As part of the on-going loan approval process, the City must now pass an Ordinance providing for the issuance of Wastewater System Revenue Bonds.

The USDA had approved the loan application in the amount of \$14,285,000. (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 loan is to be financed by the issuance of revenue bonds payable out of the net revenues of the Sanitation Fund. The Ordinance is structured with the intent that the USDA will purchase the Bonds with an interest rate not to exceed 2.25% per year. The principal and interest payments shall be paid semiannually over a 40 year term. The City Administration and consultants are working to complete closing on the loan on or before December 31, 2016 in order to obtain the current 1.875% interest rate offered through the USDA.

RECOMMENDED ACTION:

It is recommended that the City Council adopt Ordinance 2016-76 regarding the issuance of Wastewater System Revenue Bonds, of the City of Monticello, Piatt County, Illinois, to an amount not to exceed \$14,285,000, and the collection, segregation and distribution of the revenues of said Wastewater System, the safeguarding of the interests of the owner of said Revenue Bonds, and other matters connected therewith. (A copy of the Ordinance is attached for City Council review).

ORDINANCE NUMBER 2016-76

AN ORDINANCE providing for the issuance of Wastewater System Revenue Bonds, of the City of Monticello, Piatt County, Illinois, to an amount not to exceed \$14,285,000, and the collection, segregation and distribution of the revenues of said Wastewater System, the safeguarding of the interests of the owner of said Revenue Bonds, and other matters connected therewith.

Adopted by the Council on the 14th day of
November, 2016.

ORDINANCE NUMBER 2016-76

AN ORDINANCE providing for the issuance of Wastewater System Revenue Bonds, of the City of Monticello, Piatt County, Illinois, to an amount not to exceed \$14,285,000, and the collection, segregation and distribution of the revenues of said Wastewater System, the safeguarding of the interests of the owner of said Revenue Bonds, and other matters connected therewith.

WHEREAS, the City of Monticello, Piatt County, Illinois (the "City") has heretofore established, constructed and financed a wastewater system (the "System"), and owns and operates said System, pursuant to 65 ILCS 5/11-141 of the Illinois Municipal Code, as in effect on the date of delivery of the Bonds authorized herein (the "Act"); and

WHEREAS, the City Council of the City (the "Council") finds that certain improvements and extensions to said System are advisable, necessary and in the best interests of the City in order to protect, promote and safeguard the public health of the inhabitants of the City and that cost estimates and plans and specifications for said improvements have been prepared and filed by the Engineer (as such term is hereinafter defined) employed by the City for the construction of said improvements and extensions, as more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Project"), which plans and specifications have been or will be approved by said Council and by all governmental authorities having jurisdiction; and

WHEREAS, the City has obtained cost estimates from Fehr Graham and Assoc., LLC having offices in Champaign, Illinois, its consulting engineer (the "Engineer"), for the construction of the Project; the City has advertised for and received bids for the construction of said Project; said bids are subject to the City's determination to construct said Project and subject to the City obtaining funds to pay for said Project; that on the basis of said engineering estimates and bids, the cost of said Project, including legal costs, engineering costs, interest during construction and estimated incidental expenses, is in the amount of \$14,625,000; and

WHEREAS, the City has made application to the U.S. Department of Agriculture – Rural Development (the "USDA"), for loans in the anticipated aggregate amount of \$14,625,000 to apply toward the costs of the Project; and

WHEREAS, the USDA has approved said application in the amount of \$14,285,000;

WHEREAS, said amount is to be financed by the issuance of revenue bonds (the "Bonds"), to an aggregate principal amount not to exceed \$14,285,000, payable solely out of the Net Revenues, as hereinafter defined, of the City's System; and

WHEREAS, pursuant to the provisions of the Act, and all acts amendatory thereof and supplementary thereto, the City is authorized to issue said Bonds in an amount sufficient to pay all or part of the costs of the Project; and

WHEREAS, the Bonds authorized herein shall constitute the only charge upon the Net Revenues of the System; and

WHEREAS, the Bonds to be issued pursuant to this Ordinance are to be issued subject to the provisions of the Act and the terms and restrictions of this Ordinance; and

WHEREAS, the Council expects that the USDA will purchase the Bonds to an aggregate principal amount not to exceed \$14,285,000, at par without premium. Said principal amount shall be in one or more draws and bear an interest rate not to exceed 2.25% per annum; and

WHEREAS, the principal and interest payment shall be payable semiannually, and the Bonds shall mature in forty (40) years, which is within the period of useful life of the Project; and

WHEREAS, all conditions precedent to the adoption of this Ordinance authorizing the issuance of said Bonds to apply on the cost of the Project have been complied with in accordance with the provisions of the Act hereinbefore referred to:

NOW THEREFORE, Be It Ordained by the Council of the City of Monticello, Piatt County, Illinois, as follows:

Section 1. That the City proceed with the Project in accordance with the plans and specifications heretofore prepared by its Engineer, which plans and specifications are now on file in the office of the City Clerk of the City for public inspection, and are hereby adopted and approved, and by reference made a part of this Ordinance as fully as if the same were attached hereto and incorporated herein; that the cost of construction of said Project, including expenses incident to the financing, shall not exceed the sum of \$14,285,000, plus investment earnings on the Bond proceeds, without further authorization from the Council, and said Project shall be constructed in accordance with the plans and specifications heretofore mentioned, and the Bonds herein authorized shall be issued pursuant to and in accordance with the provisions of the Act. The term "wastewater system" and other like terms where used in this Ordinance shall be construed to mean and include the existing wastewater system and all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired.

Section 2. That the Council does hereby determine the period of usefulness of said Project to be forty (40) years from the date of completion of the construction thereof.

Section 3. That the City does not have sufficient funds available for the purpose of paying the cost of constructing the Project and for the purpose of paying a part of the cost thereof, it will require the issuance of a \$9,000,000 Wastewater System Revenue Bond, Series 2016A, and a \$5,285,000 Wastewater System Revenue Bond, Series 2016B, of the City as hereinafter provided for.

Section 4. That for the purpose of defraying a part of the cost of construction of the Project, the City shall issue a Bond designated "Wastewater System Revenue Bond, Series 2016A" (the "Series A Bond") and a Bond designated "Wastewater System Revenue Bond, Series 2016B" (the "Series B Bond," and together with the Series A Bond, the "Bonds"), for the purpose of procuring funds to apply on the cost of the Project and the costs of issuance. Each Bond shall be sold at a price not less than the par value thereof, without premium, and shall be issued in fully registered form, in denominations of Five Thousand Dollars (\$5,000) each, or any integral multiple thereof, numbered A-1 and B-1, respectively, and dated as of the date of initial delivery of said Bonds. The Bonds shall bear interest at a rate not to exceed 2.25% per annum, payable semi-annually on May 1 and November 1 of each year, beginning on the date set forth in the payment schedule (each, a "Payment Schedule") attached to each respective Bond. Installments of principal and interest shall be payable in lawful money of the United States of America.

Section 5. The Bonds shall be registered in the name of the owner in a book maintained for that purpose by the Treasurer of the City (the "Treasurer"), and such registration shall be noted thereon by the Treasurer, as bond registrar, after which no transfer shall be valid except by transfer duly acknowledged by the registered owner or its attorney, such transfer to be made in said book and similarly noted on the Bond. No charge shall be made for registration. Principal of said fully registered Bonds, subject to prior prepayment as hereinafter provided, shall be payable on May 1, in the years and installments as correspond to the years and amounts set forth in the respective Payment Schedule attached to each Bond. Both interest on and principal of the fully registered Bonds are payable in lawful money of the United States of America by check mailed to the registered owner one business day prior to the payment date, at

the address of said owner as it appears on the registration records of the City; provided that at the time of final payment, said fully registered Bond or Bonds must be delivered to the City. The party in whose name said Bond or Bonds shall be registered shall be deemed the absolute owner for all purposes, and payments to such owner shall completely discharge the City's obligations.

Section 6. The Bonds shall be issued in the name of the City and shall be executed by the Mayor and attested by the City Clerk who shall affix the seal of said City thereto. The Bonds shall not be the general obligation of the City, and the Bonds shall state on their face that the Bonds shall not in any event constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision and under no circumstances shall the Bonds be or become an indebtedness or an obligation of the City payable from taxes, and the City shall not be obligated to pay the same or the interest thereon except from the wastewater fund account provided from the Net Revenues (herein defined as gross revenues minus costs of operation and maintenance of the System and depreciation) of the System. Subject to the provisions for registration hereof, the Bonds shall have all the qualities and incidents of a negotiable instrument under the laws of the State of Illinois.

Section 7. The form and tenor of said fully registered Bonds and the transfer registry thereon shall be substantially as follows, all blanks to be filled in properly prior to delivery thereof

REGISTERED
NO. ___-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
PIATT COUNTY

CITY OF MONTICELLO
WASTEWATER SYSTEM REVENUE BOND, SERIES 2016__

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
_____%	_____	_____

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Monticello, Piatt County, Illinois (the "City"), for value received, hereby promises to pay to the registered owner solely out of the wastewater fund account, hereinafter referred to, the Principal Sum above on May 1 in the years and amounts as set forth in Schedule 1 attached to this Bond.

Both principal of and interest on this Bond are payable in lawful money of the United States of America, by check mailed to the registered owner one business day prior to the payment date at the address of said owner as it appears on the registration records of the City. Upon final payment, this Bond shall be delivered to the City and cancelled.

This Bond is the only one of an authorized issue of the City, in the aggregate principal amount of _____ (\$_____) issued for the purpose of providing funds to be applied to the cost of improvements and extensions to the City's wastewater system (the "System") and to pay issuance expenses as authorized by an ordinance adopted by the City Council of the City (the "Council") on November 14, 2016, entitled "AN ORDINANCE providing for the issuance of Wastewater System Revenue Bonds, of the City of Monticello, Piatt County, Illinois, to an amount not to exceed \$14,285,000, and the collection, segregation and distribution of the revenues of said Wastewater System, the safeguarding of the interests of the owner of said Revenue Bonds, and other matters connected therewith" (the "Ordinance"), and is issued under authority of the provisions of 65 ILCS 5/11-141 of the Illinois Municipal Code, as in effect on the date of delivery of this Bond (the "Act").

Pursuant to the provisions of said Act and said Ordinance, the principal of and interest on this Bond, and any bonds ranking on parity therewith, are payable solely from the Wastewater System Debt Service Account (the "Sinking Fund") to be provided from the Net Revenues (defined as gross revenues minus costs of operation and maintenance of the System and depreciation) of the System. THIS BOND SHALL NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION AND UNDER NO CIRCUMSTANCES SHALL THIS BOND BE OR BECOME AN INDEBTEDNESS OR AN OBLIGATION OF THE CITY PAYABLE

FROM TAXES, AND THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE WASTEWATER FUND ACCOUNT PROVIDED FROM THE NET REVENUES.

The City irrevocably pledges the entire Net Revenues of the System to the prompt payment of the principal of and interest on this Bond, and any bonds ranking on parity therewith, and covenants that it will cause to be fixed, maintained and collected such rates and charges for service rendered by said System as are sufficient in each year for the payment of the reasonable expenses of operation and maintenance of said System and for the payment of the sums required to be paid into said Sinking Fund under the provisions of said Ordinance and said Act. In the event the City, or the proper officers thereof, shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this Bond, the owner of this Bond shall have all of the rights and remedies provided for under Illinois law.

The City further covenants that it will set aside and pay into the Sinking Fund a sufficient amount of the Net Revenues of said System to pay (a) the interest on this Bond and all other bonds which, by their terms, are payable from the revenues of the System, as such interest shall fall due, (b) the necessary fiscal agency charges for paying the Bond and interest, (c) the principal of this Bond and all other bonds which, by their terms, are payable from the revenues of the System, as such principal shall fall due, and (d) an additional amount as a margin of safety to create and maintain the reserve required by the Ordinance.

The City has designated this Bond as a qualified tax-exempt obligation to qualify the Bond for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations acquired after August 7, 1986.

This Bond may be transferred upon presentation of the Bond and an executed assignment to the Treasurer of the City (the "Treasurer") for notation of the same upon this Bond and the registration record of the City kept for that purpose or may be exchanged as provided in the Ordinance.

Installments of principal of this Bond may, at the option of the City, be prepaid in whole or in part, and, if in part, in inverse order, on any date after issuance, in any multiple of Five Thousand Dollars (\$5,000), upon thirty (30) days' notice to the registered owner, at par and accrued interest to the date of prepayment. Interest on the installments of principal so prepaid shall cease on such date of prepayment.

This Bond must be presented at the office of the Treasurer in the event this Bond is prepaid in whole or this Bond is called for any such prepayments. If this Bond shall not be presented for payment or redemption on the date fixed therefor for prepayment in whole or in part, the City may deposit in trust with its depository bank an amount sufficient to pay such Bonds or the redemption price, as the case may be, and thereafter, the registered owner shall look only to the funds so deposited in trust with said bank for payment, and the City shall have no further obligation or liability in respect thereto.

This Bond is subject to defeasance prior to prepayment or payment as provided in the Ordinance referred to herein. The owner of this Bond, by the acceptance hereof, hereby agrees to all the terms and provisions contained in the Ordinance. The Ordinance may be amended without the consent of the owner of the Bond as provided in the Ordinance if the Council determines, in its sole discretion, that the amendment shall not adversely affect the rights of the owner of the Bond.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this Bond have been done and performed in regular and due form as provided by law.

IN WITNESS WHEREOF, the City of Monticello, Piatt County, Illinois, has caused this Bond to be executed by the manual signature of the Mayor, the seal of said City (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual signature of the City Clerk.

**CITY OF MONTICELLO,
PIATT COUNTY, ILLINOIS**

By: _____
Its: Mayor

[SEAL]

Attest:

By: _____
Its: City Clerk

(Form of Registration)

REGISTRATION ENDORSEMENT

This Bond can be transferred and registered only at the office of the Treasurer in the City of Monticello, Illinois. No writing hereon except by the Treasurer.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Employer I.D. # or Social Security #, if applicable</u>	<u>Treasurer</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RECORD OF PAYMENT FOR BOND

Date of Payment	Amount	Acknowledgment of Receipt by Treasurer	Guarantee of Treasurer's Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(NOTE: This should be a separate sheet)

PREPAYMENT RECORD

Principal Installments on Which Payments
Have Been Made Prior to Maturity

<u>Principle Date</u>	<u>Principal Payment Amount</u>	<u>Date Balance Paid</u>	<u>Name of Authorized Official and Title</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(NOTE: This should be a separate sheet)

Section 8. Any one or more installments of principal of fully registered Bonds of this issue shall be redeemable or prepayable at the option of the City from any funds regardless of source, in whole, or from time to time in part, in any multiple of Five Thousand Dollars (\$5,000), on any date, at the principal amount thereof and accrued interest to the date fixed for redemption, without any premium. Prepayments of installments of principal of fully registered Bonds shall be made in inverse order. Notice of prepayment of principal on a fully registered Bond shall be given by registered mail at least thirty (30) days prior to the date of such redemption or prepayment to the registered owner at its address as shown on the registration record of the City. The notice of prepayment shall specify the date and place of prepayment, the series of Bond subject to prepayment, and identification of installments of principal to be prepaid. The place of prepayment of installments of principal shall be the office of the Treasurer who shall record the prepayments on the Bonds. Interest on the installments of principal to be prepaid shall cease on the date fixed in such notice if sufficient funds are available at the place of prepayment to pay the price on the date so named, including interest to said date. If any fully registered Bond called for prepayment shall not be presented on the date and at the place designated, the City shall hold in trust in the City's depository bank sufficient funds to effect such prepayment in full, and thereafter the owner of such Bond shall be entitled to payment only from such trust funds and the prepayment thereof shall be deemed to have been effected and the Bond no longer outstanding.

Section 9. Said Bonds shall be signed manually in the name of the City by its Mayor and attested by the City Clerk, who shall affix the seal of said City to each of said Bonds or cause said seal to be imprinted thereon by any means.

All Bonds of this issue, and any bonds ranking on parity therewith, as to both principal and interest shall be payable from and secured by an irrevocable pledge of and shall constitute a

second charge upon all the Net Revenues of the System of the City. The City shall not be obligated to pay said Bonds or the interest thereon except from the Net Revenues of said System, and said Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions and limitations and under no circumstances shall the Bonds be or become an indebtedness or an obligation of the City payable from taxes.

Section 10. Upon surrender of a fully registered Bond at the office of the Treasurer, or at such other place as may be agreed upon by and between the City and the registered owner, together with a request for exchange duly executed by the registered owner, or its attorney, in such form as shall be satisfactory to the City, such Bond may, at the option of the registered owner thereof, and the expense of the City, be exchanged for a new fully registered Bond in an aggregate amount equal to the then unpaid principal amount outstanding and with maturities corresponding to the unpaid annual May 1 principal installments outstanding of the fully registered Bond, in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof, bearing the same rate of interest payable semiannually on May 1 and November 1. Upon the surrender of such fully registered Bond and the filing of a request for exchange, the City shall execute and deliver such fully registered Bond in accordance with the request for exchange and in the form substantially as set forth in Section 7 hereof. Said Bond shall be issued within sixty (60) days from the date of the filing of the request for such exchange. Any fully registered Bond surrendered for exchange shall, upon delivery of the Bond in exchange therefor, be forthwith cancelled by the City.

Section 11. The Treasurer is hereby authorized and directed to have the Bonds prepared, and the Mayor and the City Clerk are hereby authorized and directed to execute said Bonds in the form and manner hereinbefore provided. The Treasurer is hereby authorized and

directed to deliver said Bonds to the USDA and to receive payment for the Bonds in installments. The Bonds herein authorized, when fully paid for and delivered, shall be the binding special revenue obligations of the City, payable out of the Net Revenues of the System to be set aside into the hereinafter defined Sinking Fund as herein provided, and the proceeds derived from the sale of said Bonds shall be drawn upon and applied to the cost of the Project and the expenses necessarily incurred in connection therewith. The proper officers of the City are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this Ordinance.

Section 12. The accrued interest received at the time of the delivery of the Bonds, if any, shall be deposited in the Wastewater System Debt Service Account (the "Sinking Fund"). The remaining proceeds from the sale of the Bonds shall be deposited in First Mid-Illinois, Monticello, Illinois, which is hereby legally designated as depository for the funds of the City, in a special account or accounts to be designated as "City of Monticello, Wastewater System Construction Account" (the "Construction Account"). All funds deposited to the credit of said Sinking Fund or Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State of Illinois relating to the depositing, holding, securing or investing of public funds and the acts amendatory thereof and supplemental thereto. The funds in said Construction Account shall be expended only for the purpose of paying the cost of the Project, or as otherwise required by said Act, and for the expenses of issuance of the Bonds.

Any balance or balances remaining unexpended in such special account or accounts after completion of the Project, which are not required to meet unpaid obligations incurred in connection with such Project, shall be paid into the Sinking Fund and used solely for the purposes of said Sinking Fund.

Section 13. There is hereby created or continued the fund known as the Wastewater System Fund Account (the "Revenue Fund") into which there shall be deposited upon receipt, all income and revenues of the System. This Fund shall be maintained separate and apart from all other accounts of the City.

(a) There is hereby created or continued within the Revenue Fund the account known as the Wastewater System Operation and Maintenance Account (the "Operation and Maintenance Account"). There shall be deposited on the first business day of each calendar month, in the Operation and Maintenance Account, a sufficient amount of the gross revenues of the System as shall be necessary to pay the reasonable and proper costs of operation, maintenance and repair of the System for the current month, as the same accrue, including without limiting the generality of the foregoing, salaries, wages, taxes, costs of materials and supplies, insurance, power, reasonable repairs and extensions necessary to render efficient services. The moneys credited to this Account shall be used for the payment of the reasonable and proper operation, maintenance and repair expenses of the wastewater system on a day-to-day basis, but none of the moneys in such Account shall be used for depreciation, replacements, improvements, extensions or additions.

(b) There is hereby created or continued within the Revenue Fund the account designated "Wastewater System Debt Service Account" (the "Sinking Fund"). After making the deposit in the Operation and Maintenance Account, there shall be deposited in and credited to the Sinking Fund on the first business day of each calendar month, after the required payment has been made into the Operation and Maintenance Account above described, a fractional amount of the interest payable from Net Revenues and becoming due on the next succeeding interest payment date on all outstanding Bonds authorized to be issued under the terms of this Ordinance and including the interest to become due on all bonds as may be issued in the future on parity with and to share ratably and equally in the earnings of the wastewater system with the Bonds herein authorized and under the conditions hereinafter set out (such Bonds to be issued in the future being hereinafter referred to as "bonds hereafter issued and on parity with the Bonds herein authorized") and there shall be paid into the Sinking Fund on the first business day of each month a fractional amount of the principal becoming due on the next succeeding principal maturity date of all of said Bonds authorized to be issued under the terms of this Ordinance and including the principal to become due on all Bonds as may be hereafter issued on parity with the Bonds herein authorized until there shall have been accumulated in the Sinking Fund on or before the day preceding such current maturity date of interest or principal, or both, an amount sufficient to pay such principal or interest, or both, of all bonds issued hereunder and including the maturing principal or interest, or both, of all bonds hereafter issued and on parity with the Bonds herein authorized and maturing by their terms on such current maturity date.

There shall similarly be credited to the account any amount necessary to pay the bank fiscal agency charges for paying principal of and interest on the Bonds as the same become payable. The City shall, from the sums deposited in the Sinking Fund, remit

promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the principal of and interest on the due dates thereof together with the amount of bank fiscal agency charges.

(c) There is hereby created or continued within the Revenue Fund the account designated "Debt Service Reserve Account" (the "Reserve Account"). After making the deposits in the Operation and Maintenance Account and the Sinking Fund, there shall also be deposited in and credited to the Reserve Account on the first business day of each calendar month, as a reserve, an additional sum of \$4,694 from Net Revenues each month until the balance in the Reserve Account aggregates an additional sum of \$563,258 ("Reserve Requirement").

The Reserve Account shall constitute a margin for safety and protection against default in the payment of principal of and interest on all outstanding Bonds of the System, and the moneys in the Reserve Account shall only be used to pay current principal of and interest on all outstanding Bonds of the System to the extent that other moneys in the Sinking Fund are insufficient for that purpose. Any deficiencies in credits to the Reserve Account shall be promptly made up from the next available Net Revenues remaining after other credits into the Sinking Fund. In the event moneys in the Reserve Account are used to pay principal of and/or interest on outstanding Bonds of the System, then such depletion of the balance in the Reserve Account shall be made up from the next available Net Revenues after the other credits into the Sinking Fund. No moneys shall be held in the Reserve Account in excess of the Reserve Requirement. The Council has determined that the Reserve Account is reasonably required and that the Reserve Requirement is no larger than necessary to market the Bonds. The Council further finds that the Reserve Account is directly related to the Project since the Bonds could not be issued to fund the Project without the Reserve Account.

(d) After all the required payments into the accounts of the Wastewater System Fund Account have been made, including the payments of any deficiencies, then all moneys remaining in said Account may be used for the purpose of calling and redeeming any outstanding Bonds of the City which by their terms are payable from the income and revenues of the System as said Bonds become redeemable according to their terms, or such moneys may to the extent permitted by law be used for the purpose of constructing extensions and improvements to the System of said City.

(e) The moneys in the Reserve Account created by subparagraph (c), as hereinabove created and set forth in this section may by resolution adopted by the Council be invested from time to time by the Treasurer in interest-bearing bonds or other direct and general obligations of the United States Government maturing in not more than ten (10) years after the purchase date thereof and in certificates of deposit or time deposits constituting direct obligations of any bank as defined in the Illinois Banking Act to the extent such certificates of deposits are insured by the Federal Deposit Insurance Corporation or its successor and mature in not more than 10 years after the purchase date thereof, and such security shall be sold from time to time by said Treasurer pursuant to a resolution of the Council as funds may be needed for the purpose for which said Accounts have been created. All accrued interest received from any such bonds or

obligations shall be considered and treated as income and revenues of the System and be deposited as received in the "Wastewater System Fund Account" of the City.

(f) The accounts of the Wastewater System Fund Account shall be deposited in and maintained as separate accounts apart from all other accounts of the City. All moneys deposited in said accounts shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Illinois; provided that moneys therein may be invested at the direction of the Treasurer in obligations in accordance with the applicable laws, and in the event of such investment the income therefrom shall become a part of the funds invested and shall be used only as provided in this Ordinance.

Section 14. That the City covenants and agrees with the holders of the Bonds hereby authorized that so long as the Bonds or any of them remain outstanding and unpaid, either as to principal or interest:

(a) That the City will maintain said wastewater system and all improvements and extensions thereto in continuous, effective and efficient operation, will operate the same efficiently and faithfully and punctually perform all duties with respect thereto required by the Constitution and laws of the State of Illinois.

(b) That the City will establish and maintain at all times reasonable charges and rates for the use and service of said wastewater system and provide for the collection thereof, and the segregation and application of the revenues of said system in the manner provided by this Ordinance and sufficient at all times to pay the cost of operation and maintenance, to pay the interest of and principal on all revenue bonds of said City which by their terms are payable from the revenues of said wastewater system, and to provide for the continuation and maintenance of the respective Accounts as described in Section 13 of this Ordinance, and from time to time make all needful and proper replacements thereto so that it may at all times be operated properly, advantageously, continuously, effectively and efficiently, and when any equipment or facilities shall have been worn out, destroyed or otherwise become insufficient for proper use, it shall be promptly replaced or repaired so that the value and efficiency of said system shall be at all times fully maintained.

(c) That the City will establish such rules and regulations for the control and operation of said wastewater system necessary for the efficient, economical and continuous operation thereof, and rates and charges shall be fixed and revised from time to time as may be necessary to produce funds sufficient for all the purposes herein provided until all of the Bonds authorized by this Ordinance have been paid in full both as to principal and interest.

(d) That the City will maintain and keep proper books of records and accounts (separate from all other records and accounts of said City) in which complete entries shall be made of all transactions relating to said wastewater system, and hereby covenants that it will cause the books and accounts of said wastewater system to be audited by certified

public accountants and within not more than sixty (60) days after the close of each annual fiscal period will file with the original purchaser of said Bonds, complete operating income statements of said wastewater system in reasonable detail covering such annual period and will furnish upon written request not more than sixty (60) days after the close of each fiscal period copies of such operation and income statements to any holder of any of said Bonds herein authorized and will permit any holder or holders or any purchaser of said Bonds then outstanding to inspect at all reasonable times said wastewater system and all records and accounts and data relating thereto, and to furnish to the appropriate agency of the United States of America (the "Government"), if any of the Bonds herein authorized may be held by such agency of the Government, and to any holder or holders or any purchaser of said Bonds then outstanding all data and information relating to said wastewater system which may be reasonably requested. Each audit, in addition to whatever matters may be thought proper by the accountant to be included therein, shall without limiting the generality of the foregoing, include the following:

(i) A statement in detail of the income and revenue and expenditures of the wastewater system for such fiscal year.

(ii) The accountant's comment regarding the method in which the City has carried out the requirements of this Ordinance, and the accountant's recommendations for any changes or improvements in the financial operation of the wastewater system.

(iii) A list of all the insurance policies in force at the end of the fiscal year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy.

(iv) Information concerning the number of customers served by the wastewater system of the City at the end of the fiscal year, and the total quantity supplied by the City to users of its wastewater system.

All expenses incurred in the making of such audit shall be regarded and paid as an operation and maintenance and operation expense.

(e) That so long as any of the Bonds authorized hereunder are outstanding, the City will not sell, lease, loan, mortgage or in any manner dispose of or encumber said wastewater system or any improvements and extensions thereto, except for the issuance of additional Bonds as provided for in Section 15 of this Ordinance, until all of said Bonds hereby authorized shall be paid in full, both as to principal and interest, or unless and until provision shall have been made for the payment thereof, and that said City will take no action in relation to said wastewater system which would unfavorably affect the security of the Bonds herein authorized or the prompt payment of the principal and interest thereon.

(f) That the City will carry and maintain all risk insurance upon all of the properties forming a part of the wastewater system of the City which may be of an insurable nature, such insurance to be of the type and kind and for such amount or

amounts which are usually carried by other municipalities, private companies or operators of similar properties rendering services of a similar character in similar communities, and all moneys received for losses under such insurance policies shall be deposited in the Operation and Maintenance Account and used only in making good the loss or damage in respect of which they were paid either by repairing the property damaged or making replacements to the property destroyed, and provision for making good such loss or damage shall be made within ninety (90) days from date of the loss or, for the payment of the principal of and interest on the Bonds authorized to be issued under the terms of this Ordinance and including the principal and interest on bonds hereafter issued and on parity with the Bonds herein authorized. The City will also carry and maintain general liability coverage in the minimum amount required by Illinois law for any loss and shall cover all employees under Worker's Compensation as required by Illinois law. The payment of premiums for all insurance policies required under the provisions of this covenant shall be considered an operation and maintenance expense. The proceeds derived from any and all policies for public liability shall be paid into the Operation and Maintenance Account and used in paying the claims on account of which they were received.

(g) That the City will require its Treasurer to execute a fidelity bond in an amount approved by the Government and the amount increased as needed to cover the maximum amount of funds in the Treasurer's custody at any time. The amount of such fidelity bond shall not be reduced without the prior written consent of the Government so long as the Government shall be the holder of any of the Bonds herein authorized.

(h) That the City, prior to May 1 of each year, will prepare a budget for the ensuing fiscal year covering the operation of the wastewater system, its anticipated revenues and operation and maintenance expenses and the payments to be made into the various funds as provided in this Ordinance during such fiscal year, and the City covenants that a copy of such budget will be forwarded promptly to the Government prior to its final adoption so long as the Government shall be the holder of any of the Bonds herein authorized.

Section 15. The City reserves the right to authorize and issue additional Bonds, payable out of the Net Revenues of the System, ranking on parity with the Bonds authorized by this Ordinance, for the purpose of financing the cost of future additions, extensions and improvements to the System, or to refund obligations, subject to the following conditions:

(a) All required payments into the Sinking Fund shall have been made in accordance with the provisions of this Ordinance, and the interest on and principal of all Bonds payable from the revenues of the System shall have been paid to date in accordance with the terms thereof.

(b) The Net Revenues of the System in the calendar year immediately preceding the issuance of any such Bonds ranking on parity with the Bonds authorized by

this Ordinance shall be not less than one hundred twenty percent (120%) of the maximum annual interest and principal requirements of the then outstanding Bonds and the proposed additional parity Bonds; or, prior to the issuance of said parity Bonds, the wastewater rates and charges shall be increased sufficiently so that said increased rates and charges applied to the previous fiscal year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty percent (120%) of the maximum annual interest and principal requirements of the then outstanding Bonds and the additional parity Bonds proposed to be issued. For purposes of this subsection, the records of the System shall be analyzed and all showings shall be prepared by a certified public accountant employed by the City for that purpose.

(c) The interest on the additional parity Bonds shall be payable semiannually on May 1 and November 1 of each year, and the principal, or mandatory sinking fund redemption dates, shall be payable annually on May 1 in the years in which principal and interest are payable.

Section 16. For the purpose of further safeguarding the interests of the owners of the Bonds herein authorized, it is specifically provided as follows:

(a) All contracts let by the City in connection with the construction of the Project shall be let after due advertisement as required by the laws of the State of Illinois, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent (100%) of the amount of such contracts, to insure the completion of said contracts, in accordance with their terms, and such contractors shall also be required to carry such employers' liability and public liability insurance as are required under the laws of the State of Illinois relating to public contracts.

(b) The Project shall be constructed under the supervision and subject to the approval of such competent engineer as shall be designated by the City. All estimates for work done or material furnished shall first be checked by the engineer and approved by the City prior to payment therefor.

(c) The City shall at all times maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the Bonds herein authorized are outstanding, the City shall maintain insurance on the insurable parts of said system of a kind and in an amount such as would normally be carried by private companies engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Illinois. Insurance proceeds shall be used either in replacing or repairing the property destroyed or damaged, or shall be deposited in the Sinking Fund.

(e) So long as any of the Bonds are outstanding, the City shall not mortgage, pledge or otherwise encumber the property and plant of its wastewater system or any part thereof, nor shall it sell, lease or otherwise dispose of any portion thereof except only

machinery, equipment or property which may be replaced, or shall no longer be necessary for use in the System.

(f) Except as hereinbefore provided in Section 15, so long as any of the Bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of the System shall be authorized, executed or issued by the City except such as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless all of the Bonds herein authorized have been duly called for redemption and sufficient funds to effect the redemption and retirement have been deposited at the place of redemption on the date fixed for redemption in accordance with the terms and conditions of said Bonds and this Ordinance.

(g) The provisions of this Ordinance shall constitute a contract by and between the City and the owners of the Bonds herein authorized, and after the issuance of said Bonds this Ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the owners of said Bonds, nor shall the Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of said Bonds or the interest thereon remain unpaid. The Council reserves the right, however, excluding the changes set forth in Section 21(a) through (g), to amend this Ordinance without the consent of Bond owners so long as the Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds.

(h) The provisions of this Ordinance shall be construed to create a trust in the proceeds of the sale of the Bonds herein authorized for the uses and purposes therein set forth, and the owners of the Bonds shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this Ordinance and the Act. The provisions of this Ordinance shall also be construed to create a trust in the Net Revenues herein directed to be set apart and paid into the Sinking Fund for the uses and purposes of said Sinking Fund as in this Ordinance set forth. The owners of said Bonds shall have all of the rights, remedies and privileges under Illinois law in the event of default in the payment of the principal of or interest on any of the Bonds herein authorized, or in the event of default in respect to any of the provisions of this Ordinance or the Act.

Section 17. (a) So long as the USDA is the owner of the Bonds, the Bonds will not be defeased without the consent of the USDA.

(b) When the condition set out in subsection (a) has been met, or if the USDA no longer is the owner of the Bonds, and the Bonds issued hereunder or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds then outstanding or any portion thereof shall be paid; or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government, the principal of and the interest on

which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the City's System.

Section 18. (a) The Treasurer is hereby authorized to invest moneys pursuant to Illinois law and the provisions of this Ordinance (subject to applicable requirements of federal law to insure such yield is a then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the Bonds under federal law.

(b) The Treasurer shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts created or referenced herein. In order to comply with the provisions of this Ordinance, the Treasurer is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to the requirements of federal law to preserve said tax exemption. The Treasurer may pay any fees as operation expenses of the System.

Section 19. So long as the USDA is the owner of any of the Bonds, the City covenants that, in addition to the other covenants, terms and conditions applicable to the Bonds authorized by this Ordinance, it will comply with all conditions set forth by the USDA in its Letter of Conditions, Loan Resolutions, and any Loan Agreement.

Section 20. Subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than seventy-five percent (75%) in aggregate principal amount of the Bonds issued pursuant to this Ordinance and then outstanding shall have the right, from time to time (anything contained in this Ordinance to the contrary notwithstanding) to consent to and approve the adoption by the City of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

- (a) An extension of the maturity of the principal of or interest on any Bonds issued pursuant to this Ordinance; or
- (b) A reduction in the principal amount of any Bonds, the redemption premium or the rate of interest thereon; or
- (c) The creation of a lien upon or a pledge of the revenues of the System ranking prior to the pledge thereof created by this Ordinance; or
- (d) A preference or priority of any Bond or Bonds issued pursuant to this Ordinance over any other Bond or Bonds issued pursuant to the provisions of this Ordinance; or
- (e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or
- (f) A reduction in the Reserve Requirement; or
- (g) An extension of mandatory sinking fund redemption dates, if any.

If the owners of not less than seventy-five percent (75%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the City Clerk of the City, no owner of any Bonds issued pursuant to this Ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City and all owners of Bonds issued pursuant to the provisions of this Ordinance then outstanding shall thereafter be determined exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the City and of the owners of the Bonds authorized by this Ordinance, and the terms and provisions of the Bonds and this Ordinance, or any supplemental ordinance, may be

modified or altered in any respect with the consent of the City and the consent of the owners of all the Bonds issued pursuant to this Ordinance then outstanding.

Section 21. Notwithstanding any other provision of this Ordinance, the covenants and authorizations contained in this Ordinance (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 22. The City recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully-registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 23. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 24. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

Section 25. A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by authority of the Council.

Section 26. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

ADOPTED November 14, 2016:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED November 14, 2016.

Mayor, City of Monticello,
Piatt County, Illinois

Published in pamphlet form by authority of the Council on November 14, 2016.

ATTEST:

City Clerk, City of Monticello
Piatt County, Illinois

EXHIBIT A

COST ESTIMATES, PLANS, SPECIFICATIONS

As identified on the following documents:

- Illinois Environmental Protection Agency Water Pollution Control Permit (Permit No. 2016-AB-61175) dated November 4, 2016. (2 Pages)
- United States Department of Agriculture correspondence dated September 1, 2016. (13 Pages)

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT

LOG NUMBERS: 2016-61175

PERMIT NO.: 2016-AB-61175

FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS

DATE ISSUED: November 4, 2016

PREPARED BY: Fehr Graham & Associates, LLC

SUBJECT: MONTICELLO- L17-5021 Wastewater Treatment Plant Improvements

PERMITTEE TO CONSTRUCT AND OWN

City of Monticello
210 North Hamilton
Monticello, IL 61856

Permit is hereby granted to the above designated permittee(s) to construct and/or operate water pollution control facilities described as follows:

Rehabilitation of the existing sewage treatment plant consisting of influent pump station, grit removal, oxidation ditch, chemical solids polishing, phosphorus removal, secondary clarifiers, dechlorination, and sludge storage tank. Routine maintenance consisting of tertiary filter, disinfection, excess flow clarifier, aerobic digester, sludge drying bed, and excess flow disinfection.

Upon completion of the above listed facilities, the above referenced treatment plant will be rated at the following capacities:

Design Average Flow (DAF)=	1.0	MGD
Design Maximum Flow (DMF)=	2.0	MGD
Organic Loading=	1020	Lbs/day
Solids Loading=	1200	Lbs/day

The rated capacities of the above referenced treatment plant will not change as a result of these improvements.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: The operational portion of this permit shall be governed by NPDES Permit No. IL0029980.

SPECIAL CONDITION 2: If this project is located within a wetlands, the U.S. Army Corps of Engineers may require a permit for construction pursuant to Section 404 of the Clean Water Act.

SPECIAL CONDITION 3: The Permittee to Construct shall be responsible for obtaining an NPDES Storm Water Permit

Page 1 of 2

THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

SAK:KAR:N:\BOW\Permits\WPDOCS\Keith\StateCons
t- SS\2016\Monticello 61175\2016-61175.docx

DIVISION OF WATER POLLUTION CONTROL

cc: EPA-Champaign FOS
Fehr Graham & Associates, LLC
Heidi Allen
Records - Municipal


Alan Keller, P.E.
Manager, Permit Section

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT**

LOG NUMBERS: 2016-61175

PERMIT NO.: 2016-AB-61175

**FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS**

DATE ISSUED: November 4, 2016

PREPARED BY: Fehr Graham & Associates, LLC

SUBJECT: MONTICELLO- L17-5021 Wastewater Treatment Plant Improvements

prior to initiating construction if the construction activities associated with this project will result in the disturbance of one (1) or more acres total land area.

An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control - Permit Section.

SPECIAL CONDITION 4: This permit also covers all necessary appurtenances not specifically mentioned herein but detailed in the specifications and/or the design drawings.



United States Department of Agriculture

September 1, 2016

City of Monticello
Attn: Larry Stoner, Mayor
210 N. Hamilton
Monticello, IL 61856

Re: Monticello, City of – wastewater system improvements
Piatt County, IL
Loan – \$14,285,000

Dear Mr. Stoner,

With reference to your application for \$14,625,000 project from USDA Rural Development, hereafter referred to as the “Agency,” for wastewater system improvements, this letter establishes conditions which you must understand and agree to before further consideration may be given to your application. You must report any changes in design, project cost, source of funds, scope of services, or any other significant changes in the project to the Agency for review and approval. A written amendment to this letter will be prepared for approved changes. Changes not approved by the Agency may be cause for discontinuing processing of the application.

This letter is not to be considered as a representation to the availability of funds. Please complete and return the enclosed Form RD 1942-46, “Letter of Intent to Meet Conditions,” if you desire further consideration be given your application. The loan will be considered approved on the date a signed copy of Form RD 1940-1, “Request for Obligation of Funds,” is mailed to you.

You may be required to refinance (graduate) the unpaid balance of the Agency loan, in whole or in part, if at any time the Agency determines your entity is able to obtain 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.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. Electronic versions of the RD Forms, IL Forms, IL Guides, and RUS Bulletins mentioned in this letter may be accessed at <http://www.rd.usda.gov/programs-services/water-waste-disposal-loan-grant-program/il> by clicking on “Forms & Resources”.

Rural Development • Champaign Area Office
2110 W. Park Ct., Suite B • Champaign, IL 61821
Voice (217) 352-3536 x125 • Fax 855 693-0301
TTY (217) 403-6240

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

The various Codes of Federal Regulations (CFR) mentioned in this Letter of Conditions may be obtained from this office.

The conditions referred to above are as follows:

1. **Project Funds** – Project funding is planned from the following sources:

<u>Project Funding Source:</u>	<u>Funding Amount:</u>
Applicant Contributions	\$ 340,000
Agency Loan	\$14,285,000
Total Project Funding (All Sources):	\$14,625,000

Any changes in funding sources following obligation of Agency funds must be reported to the Agency. Prior to advertisement for construction bids, you must provide evidence of applicant contributions. This evidence should include a copy of the commitment letter from the City and/or copy of bank statement of where the funds are currently.

2. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Construction	\$11,864,000
Legal Fees(attorney/bond counsel)	25,000
Engineering Fees	1,206,492
Preliminary Eng. \$ 15,000	
Environmental Report 4,000	
Basic Services 857,492	
RPR Services 263,000	
Add'l Services 67,000	
Interest during Construction	340,000
Misc. – Permits, etc.	5,000
Project Contingency	1,184,508
TOTALS	\$14,625,000

3. **Disbursement of Funds** – Any applicant contribution shall be considered as the first funds expended. After providing for all authorized costs, any remaining Agency funds will be applied as an extra payment.
- a. The Agency funds may be advanced as they are needed in the amount(s) necessary to cover the Agency proportionate share of any disbursements required of your entity, over 30 day periods. Funds will be disbursed by electronic transfer of funds. Interim financing will be used for the Agency loan portion of funding if

the loan amount exceeds \$500,000. You must provide the Agency with a copy of the interim financing instrument. Or evidence that interim financing is not available for this project.

- b. You must establish a separate bank account, to be known and hereafter referred to as the "Construction Account," with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202 (Depositories and Financial Agents of the Federal Government). All project funds will be deposited into this account. The account shall be used solely for the purpose of paying authorized costs of the project as outlined in the project budget. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the Construction Account at any one time.
4. **Security** – (Revenue Bonds) The loan must be secured by a pledge of the system's revenues and other agreements between you and the Agency as set forth in the bond resolution/ordinance with the best obtainable security position. Additional security requirements are contained in RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)".

The services of a recognized bond counsel are required. The bond counsel will prepare the form of ordinance to be used, in accordance with 7 CFR Part 1780 (Water and Waste Loan and Grant Program.) You should immediately provide your bond counsel with a copy of this Letter of Conditions, any attachments, and the recommended Bond Maturity Schedule.

5. **Users** – This letter of conditions is based upon you providing evidence or a certification that there will be at least 2384 users on the [existing and proposed] system when construction has been completed. The Agency funding commitment is based on providing service to 35 large volume users. In the event any of the large volume users discontinue the offered service, you must obtain enough additional revenue (i.e., increase in user rates, sign up of an adequate number of other users, reduction in project scope to reduce debt service and O&M, etc.) to make up the projected income that would be lost by not having those users on the system.
 - a. Before the Agency can agree to the project being advertised for construction bids, you must provide evidence or a certification (Form RD-IL 1780-3, "Certification of Number of Users") that the total required number of users are currently using the system or signed up to use the system and that the monthly water usage projected for each by the engineer is reasonable.
 - b. It is not anticipated that any new users will be added as a result of this project.
6. **Rules, Rates and Regulations** – An ordinance establishing suitable rules, rates and regulations for the system must be prepared, approved by the Agency and adopted before loan closing. Illinois Instruction 1780, Guide 5A may be used as a guideline. Your policy regarding late payments and disconnection/reconnection of water service must be

included in the ordinance. A reconnection charge should be established to encourage prompt payments for future service.

7. **Proposed Operating Budget and User Rate Analysis** – You must maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance, debt service, and reserves. You will be required to submit a copy of your proposed annual operating budget and rate analysis to the Agency which supports the proposed loan repayment prior to loan closing. The operating budget should be based on a typical year cash flow after completion of the construction phase. Form RD 442-7, “Operating Budget” or similar form may be utilized for this purpose. The rate analysis will be required to show 1) the number of users; 2) their average consumption based on a twelve month consecutive average; and 3) rate structure to support the necessary revenue to make the operating budget cash flow.

Due to the PER indicating that there are no components/equipment of the system that would require replacement within 15 years, you have elected to set aside \$30,000 annually in your operating budget to be used for equipment replacement.

8. **Insurance and Bonding Requirements** – Prior to loan closing or start of construction, whichever occurs first, you must acquire the types of insurance and bond coverage shown below. The use of deductibles may be allowed providing you have the financial resources to cover potential claims requiring payment of the deductible.
- a. **General Liability Insurance** – Include vehicular coverage.
 - b. **Workers’ Compensation** – In accordance with appropriate State laws.
 - c. **Position Fidelity Bond(s)** – All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. The minimum coverage acceptable to the Agency will be for each position to be bonded for an amount at least equal to one annual installment on your loan(s). Form RD 440-24, “Position Fidelity Schedule Bond,” may be used.
 - d. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures.
 - e. **National Flood Insurance** – If the project involves acquisition or construction of a building in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
9. **Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. Reserves can also be established and maintained for the anticipated and expected expenses including but not limited to operation and maintenance, customer deposits, and short-lived assets.
- a. **Debt Service Reserve** – As a part of this Agency loan proposal once construction is complete, the project is operational or the interest-only time period has expired, you must establish and fund monthly a “Debt Service Reserve Fund.” This reserve is required to establish an emergency fund for emergency maintenance and repairs and debt repayment should the need arise. There shall be deposited

the sum of \$4,694 each month until there is accumulated the sum of \$563,258 after which no further deposits need be made except to replace withdrawals.

10. **Loan Repayment** – (Semi-Annual Installments) The loan will be scheduled for repayment over a period of 40 years. The payments due the first 2 year(s) will consist of interest only. Payments for the remaining 38 years will be semi-annual installments for interest and annual installments for bonds. For planning purposes only, with a 2.25% interest rate your total annual payment would be approximately \$563,258. See attached Bond Maturity Schedule.
 - a. The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, whichever is less, unless you choose otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established on the Bond Maturity Schedule. Interest only payments during the 24 month deferral period will be made by your applicant funds on an annual basis.
 - b. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing. It will allow for your payment to be electronically debited from your account on the day your payment is due.

11. **Legal Services** – The Agency has reviewed RUS Bulletin 1780-7, "Legal Services Agreement." The agreement as submitted has been accepted and approved by the Agency. Project funding included for this purpose is outlined in the paragraph on "Project Funding."
 - a. **Contract Review and Concurrence** – The owner's attorney will review the executed contract documents, including performance and payment bonds, and will certify that they are adequate, and that the persons executing these documents have been properly authorized to do so.
 - b. **Applicable State Statutes and Requirements** – All applicable State statutes and requirements must be met including any permits, land use zoning and current development plans of State, multijurisdictional areas, counties, or municipalities in which the proposed project is located. The owner's attorney will provide this certification.

12. **Property and Rights-of-Way** – Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with 49 CFR Part 24 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) and the requirements of our Office of General Counsel. Title Opinions or Title Insurance may be used for each structure site. If a Preliminary Title Opinion is used for a specific structure site, then a Final Title Opinion must be later issued for the same site. If a Title Insurance Commitment is used for a specific structure site, then a Title Insurance Policy must be later issued for the same site. Such evidence of control over the lands and rights must be in the following form:

- a. Rights-of-Way and Title Evidence – All rights-of-way will be acquired and title evidence submitted in accordance with Pages 6-9 of Guide 1, Illinois Instruction 1780. Specific Agency requirements must be met on leasehold interests.
Proposed leases must be submitted for our review before being executed.
 Form RD-IL 442-20, “Right-of-Way Easement,” may be used to obtain all easements. The legal instructions which give you rights-of-way for construction, operation and maintenance of the facility must be recorded by the County Recorder before loan closing or the start of construction whichever occurs first. As much of the sewer main as feasible will be installed on private easements to protect the applicant should public roads be improved. The necessary easements should be donated.
- b. Rights-of-Way Map & Forms – A right-of-way map showing clearly the location of all structure sites and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof. A certification and legal opinion relative to title to rights-of-way and easements is also required. Forms RD 442-21, “Right of Way Certificate” and RD 442-22, “Opinion of Counsel Relative to Rights-of-Way,” shall be used. This form may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, a new Form RD 442-22 must be provided which contains no exceptions.
- c. Preliminary Title Work –
Title Opinions – A copy of deeds, contracts or options for any lands needed other than rights-of-way, along with a preliminary title opinion covering such lands. A separate Form RD-IL 1927-9, “Preliminary Title Opinion” may be used for each property currently owned or to be acquired.
Title Insurance – Copies of deeds, contracts, leases, or options for any real estate needed along with a title insurance binder. For existing facilities, this will include previously acquired rights. The binder will be in the amount of the proposed loan and name the United States of America, acting through the United States Department of Agriculture, as the proposed insured.
- d. Final Title Work –
Title Opinions – Immediately after loan closing, your attorney must furnish a separate final title opinion on all existing land(s) and those to be acquired on the day of loan closing. Form RD-IL 1927-10, “Final Title Opinion” may be used.
Title Insurance – Immediately after loan closing, a Title Insurance Policy must be provided.
- e. A narrative opinion from your attorney is required concerning all permits, certificates, licenses and other items necessary to show that all legal requirements can be met and stating how they will be met.
- f. Permits – Copies of all permits needed for the project must be provided for review prior to advertisement for construction bids. Such permits may include but are not limited to the following:
- Illinois Department of Transportation
 - Railroads
 - Illinois Department of Public Health

- Illinois Environmental Protection Agency – Construction/Operation/Storm water/Discharge)
- Corps of Engineers
- Building

13. **Environmental Requirements** –

- a. **Mitigation** – At the conclusion of the proposal’s environmental review process, no specific actions were negotiated with environmental regulatory officials to avoid or minimize adverse environmental impacts. A copy of the approved environmental report may be obtained by contacting the agency.
- b. **Project Modifications** – The project as proposed has been evaluated to be consistent with all applicable environmental requirements. If the project or any project element deviates from or is modified from the original approved project, additional environmental review is required. Contact the Agency for a determination of additional environmental requirements.

14. **Engineering Services** – The Agency must approve any agreements and modifications to agreements for professional engineering services. The agreement for engineering services shall consist of the Engineers Joint Contract Documents Committee (EJCDC) documents (latest edition) as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Disposal Projects with RUS Financial Assistance”. The “Agreement between Owner and Engineer for Professional Services (EJCDC)” with Fehr Graham Engineering Environmental dated 4/28/2014 has been approved.

15. **Construction Documents** –

- a. The contract documents shall include both the EJCDC Construction Contract Documents as indicated in RUS Bulletin 1780-26 and Guide 11 of Illinois Instruction 1780, “Front End Documents for USDA Projects.”
- b. The contract documents (final plans and specifications) must comply with 7 CFR Part 1780, Subpart C – Planning, Designing, Bidding, Contracting, Construction and Inspections and be submitted to the Agency for approval prior to advertisement for bids.
- c. The use of any procurement method other than competitive bidding must be requested in writing and approved by the Agency.
- d. An Illinois Environmental Protection Agency (IEPA) construction permit must be provided showing evidence of approval of the plans and specifications by IEPA. When received, a copy of the IEPA Discharge permit must be provided for facilities discharging effluent to any stream.
- e. The Agency requires a pre-construction conference, pre-final, final, and warranty inspection.
- f. The Agency requires prior agency concurrence of Work Change Directives, Change Orders, Invoices, and Payment Estimates.

- g. The Agency will monitor construction through routine inspections and review of: monthly payment estimates, field orders, work change directives, change orders, and inspector's daily record to protect the interest of the agency.
- h. The Prevailing Wage Act (820 ILCS 130/) of the Illinois Compiled Statutes requires public bodies awarding contracts for public works to annually ascertain, publicly post, and file with the Secretary of State, the prevailing wages in the locality and specify in a resolution or ordinance and in the call for bids for the contract that the prevailing wage rate shall be paid. A copy of your resolution or ordinance must be provided prior to advertisement for bids.

16. **Resident Project Representative (RPR) Services** – Full-time inspection is required unless waived or modified by the Agency in writing prior to advertisement for bids. This service is to be provided by the consulting engineer or others as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications for RPR services will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance to the engineer for all proposed RPR personnel. The engineer will submit the letters of acceptance from the owner to the Agency for final approval. All Agency approved RPR personnel must attend the pre-construction conference.

17. **Vulnerability Assessments and Emergency Response Plans** – The Agency requires all financed water and wastewater systems to have a vulnerability assessment (VA) and an emergency response plan (ERP) in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operations. A certification that a VA is complete must be submitted within one year of the start of operations. All other borrowers must provide a certification that a VA and ERP are completed prior to loan closing.

The Agency does not need or want a copy of the VA or ERP. The requested certification will be sufficient to meet our needs. Technical assistance providers, such as Illinois Rural Water Association (IRWA), are available to provide on site assistance if desired.

18. **Civil Rights & Equal Opportunity** – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You should be aware of and will be required to comply with other federal statute requirements including but not limited to:

- a. Section 504 of the Rehabilitation Act of 1973
- b. Civil Rights Act of 1964
- c. The Americans with Disabilities Act (ADA) of 1990
- d. Age Discrimination Act of 1975

19. **Bidding and Award Authorizations** – Once the required conditions outlined in this letter have been met; the Agency may authorize you to advertise the project for construction bids. Such advertisement must be in accordance with 7 CFR Part 1780 (Water and Waste Loan and Grant Program) and applicable State and local laws. Immediately after bid opening you must provide the Agency with (a) the engineer's

certified bid tabulation, (b) the engineer's recommendations with your concurrence for contract awards, and (c) updated project budget. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the administrative conditions of loan approval have been satisfied, loan closing instructions will be issued to you setting forth any further requirements that must be met before the loan can be closed. When all parties agree that the closing requirements can be met, a mutually acceptable date for the loan closing will be scheduled. After loan closing, a pre-construction conference will be held and a Notice(s) to Proceed may be issued.

20. **Cost Overruns** – Cost overruns must be due to high bids or unexpected construction problems that cannot be reduced by negotiations, redesign, use of bid alternatives, rebidding or other means prior to consideration by the Agency for subsequent funding. Such requests will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
21. **Use of Remaining Funds** – Applicant contributions and connection or tap fees will be the first funds expended in the project. Remaining funds will be handled as follows:
- a. Remaining Agency funds may be used for eligible funding purposes provided the use will not result in major changes to the original scope of work and the purpose of the funding remains the same.
 - b. Agency loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.
22. **Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applications** – This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the recipient acknowledges that it:
- a. does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and
 - b. has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

If the recipient fails to comply with these provisions, USDA Rural Development will annul this agreement and may recover any funds the recipient has expended in violation of Sections 738 and 739.

23. **Accounting Requirements** – At or prior to closing, you must certify to the Agency that the accounts and records as required by your [bond ordinance] [loan resolution] have been established and are operational. Borrowers with both water and wastewater facilities should maintain accounting records in such a manner that will allow the operations of each to be reported separately.
- a. **Quarterly Reports** – Borrowers receiving their first loan from the Agency will be required to submit quarterly financial reports until the Agency waives this requirement.
 - b. **Audit Agreement** – You may be required to obtain the services of an independent licensed Certified Public Accountant (CPA) for the years in which an audit is required. You must enter into a written audit agreement with the auditor and submit a copy to the Agency. Guide 18 to Illinois Instruction 1780, “Audit Agreement” may be used.
 - c. **Fiscal Year-end Financials** – The following management data will be required from you on an annual basis and be submitted to the Agency as specified below:
 - i. A borrower that expends \$750,000 or more in federal financial assistance per fiscal year shall submit an audit performed in accordance with the requirements of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). (RUS Bulletin 1780-31)
 - ii. A borrower that expends less than \$750,000 in Federal financial assistance per fiscal year and has an outstanding Agency loan balance of \$1,000,000 or more shall submit an audit performed in accordance with Water and Wastewater Programs audit requirements. (RUS Bulletin 1780-30)
 - iii. A borrower that expends less than \$750,000 in Federal financial assistance per fiscal year and has an outstanding Agency loan balance of less than \$1,000,000 may submit a management report in lieu of an audit report unless notified by the Agency otherwise. A management report includes, at a minimum, a Balance Sheet and an Income and Expense Statement.
 - d. **Annual Budget and Projected Cash Flow** – Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, you will be required to provide a current rate schedule, a current listing of the Board or Counsel Members and their terms.
24. **System for Award Management (SAM)** – You must maintain current information in SAM until all loan and/or grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Recipients can update their information on-line at www.sam.gov.

If the project has not been authorized to bid within 12 months from the date of this letter, the Agency reserves the right to discontinue processing of the application. In the event the project has not advanced to the point of loan closing within 24 months and it is determined the applicant still wishes to proceed, it may be necessary to review the conditions outlined in this letter. If during that review, it is determined the conditions outlined are no longer adequate, the Agency reserves the right to require that the letter of conditions be amended or replaced.

We believe the information in this letter clearly sets forth the conditions which must be complied with; however, this letter does not relieve you from meeting the requirements of 7 CFR Part 1780 (Water and Waste Loan and Grant Program). If you have any questions, please do not hesitate to contact me.

If you have any questions, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Shari Lannon". The signature is written in dark ink and is positioned below the word "Sincerely,".

SHARI LANNON
Area Specialist
USDA Rural Development

Attachments

cc: Board
Attorney
Bond Counsel
Engineer
Accountant
Community Programs Director
Area Director-Champaign, IL

City of Monticello

**WASTEWATER SYSTEM REVENUE BONDS - \$9,000,000 at 2.25%
for Forty Years with Two Years Deferred Principal**

**BOND SCHEDULE - 1,800 Bonds at \$5,000 each
Principal due annually on May 1. Interest due semiannually.**

DATE DUE	AMOUNT	May 1st	BONDS	Nov 1st	TOTAL ANNUAL
Day Year	OWED	INTEREST	DUE May 1st	INTEREST	PAYMENT
May 1, 2017	9,000,000	Accrued	0	Accrued	Accrued Interest
May 1, 2018	9,000,000	Accrued	0	Accrued	Accrued Interest
May 1, 2019	9,000,000	101,250.00	155,000	99,506.25	355,756.25
May 1, 2020	8,845,000	99,506.25	155,000	97,762.50	352,268.75
May 1, 2021	8,690,000	97,762.50	160,000	95,962.50	353,725.00
May 1, 2022	8,530,000	95,962.50	165,000	94,106.25	355,068.75
May 1, 2023	8,365,000	94,106.25	165,000	92,250.00	351,356.25
May 1, 2024	8,200,000	92,250.00	170,000	90,337.50	352,587.50
May 1, 2025	8,030,000	90,337.50	175,000	88,368.75	353,706.25
May 1, 2026	7,855,000	88,368.75	180,000	86,343.75	354,712.50
May 1, 2027	7,675,000	86,343.75	185,000	84,262.50	355,606.25
May 1, 2028	7,490,000	84,262.50	190,000	82,125.00	356,387.50
May 1, 2029	7,300,000	82,125.00	195,000	79,931.25	357,056.25
May 1, 2030	7,105,000	79,931.25	200,000	77,681.25	357,612.50
May 1, 2031	6,905,000	77,681.25	205,000	75,375.00	358,056.25
May 1, 2032	6,700,000	75,375.00	205,000	73,068.75	353,443.75
May 1, 2033	6,495,000	73,068.75	210,000	70,706.25	353,775.00
May 1, 2034	6,285,000	70,706.25	215,000	68,287.50	353,993.75
May 1, 2035	6,070,000	68,287.50	220,000	65,812.50	354,100.00
May 1, 2036	5,850,000	65,812.50	225,000	63,281.25	354,093.75
May 1, 2037	5,625,000	63,281.25	230,000	60,693.75	353,975.00
May 1, 2038	5,395,000	60,693.75	235,000	58,050.00	353,743.75
May 1, 2039	5,160,000	58,050.00	240,000	55,350.00	353,400.00
May 1, 2040	4,920,000	55,350.00	245,000	52,593.75	352,943.75
May 1, 2041	4,675,000	52,593.75	250,000	49,781.25	352,375.00
May 1, 2042	4,425,000	49,781.25	260,000	46,856.25	356,637.50
May 1, 2043	4,165,000	46,856.25	265,000	43,875.00	355,731.25
May 1, 2044	3,900,000	43,875.00	270,000	40,837.50	354,712.50
May 1, 2045	3,630,000	40,837.50	275,000	37,743.75	353,581.25
May 1, 2046	3,355,000	37,743.75	280,000	34,593.75	352,337.50
May 1, 2047	3,075,000	34,593.75	285,000	31,387.50	350,981.25
May 1, 2048	2,790,000	31,387.50	290,000	28,125.00	349,512.50
May 1, 2049	2,500,000	28,125.00	295,000	24,806.25	347,931.25
May 1, 2050	2,205,000	24,806.25	300,000	21,431.25	346,237.50
May 1, 2051	1,905,000	21,431.25	305,000	18,000.00	344,431.25
May 1, 2052	1,600,000	18,000.00	310,000	14,512.50	342,512.50
May 1, 2053	1,290,000	14,512.50	315,000	10,968.75	340,481.25
May 1, 2054	975,000	10,968.75	320,000	7,368.75	338,337.50
May 1, 2055	655,000	7,368.75	325,000	3,712.50	336,081.25
May 1, 2056	330,000	3,712.50	330,000	-	333,712.50
	TOTALS	\$ 2,227,106.25	\$ 9,000,000	\$ 2,125,856.25	\$ 13,352,962.50

City of Monticello

**WASTEWATER SYSTEM REVENUE BONDS - \$5,285,000 at 2.25%
for Forty Years with Two Years Deferred Principal**

**BOND SCHEDULE - 1,057 Bonds at \$5,000 each
Principal due annually on May 1. Interest due semiannually.**

DATE DUE	AMOUNT	May 1st	BONDS	Nov 1st	TOTAL ANNUAL
Day Year	OWED	INTEREST	DUE May 1st	INTEREST	PAYMENT
May 1, 2017	5,285,000	Accrued	0	Accrued	Accrued Interest
May 1, 2018	5,285,000	Accrued	0	Accrued	Accrued Interest
May 1, 2019	5,285,000	59,456.25	90,000	58,443.75	207,900.00
May 1, 2020	5,195,000	58,443.75	90,000	57,431.25	205,875.00
May 1, 2021	5,105,000	57,431.25	95,000	56,362.50	208,793.75
May 1, 2022	5,010,000	56,362.50	95,000	55,293.75	206,656.25
May 1, 2023	4,915,000	55,293.75	100,000	54,168.75	209,462.50
May 1, 2024	4,815,000	54,168.75	100,000	53,043.75	207,212.50
May 1, 2025	4,715,000	53,043.75	105,000	51,862.50	209,906.25
May 1, 2026	4,610,000	51,862.50	105,000	50,681.25	207,543.75
May 1, 2027	4,505,000	50,681.25	105,000	49,500.00	205,181.25
May 1, 2028	4,400,000	49,500.00	110,000	48,262.50	207,762.50
May 1, 2029	4,290,000	48,262.50	110,000	47,025.00	205,287.50
May 1, 2030	4,180,000	47,025.00	115,000	45,731.25	207,756.25
May 1, 2031	4,065,000	45,731.25	115,000	44,437.50	205,168.75
May 1, 2032	3,950,000	44,437.50	120,000	43,087.50	207,525.00
May 1, 2033	3,830,000	43,087.50	120,000	41,737.50	204,825.00
May 1, 2034	3,710,000	41,737.50	125,000	40,331.25	207,068.75
May 1, 2035	3,585,000	40,331.25	130,000	38,868.75	209,200.00
May 1, 2036	3,455,000	38,868.75	130,000	37,406.25	206,275.00
May 1, 2037	3,325,000	37,406.25	135,000	35,887.50	208,293.75
May 1, 2038	3,190,000	35,887.50	135,000	34,368.75	205,256.25
May 1, 2039	3,055,000	34,368.75	140,000	32,793.75	207,162.50
May 1, 2040	2,915,000	32,793.75	145,000	31,162.50	208,956.25
May 1, 2041	2,770,000	31,162.50	145,000	29,531.25	205,693.75
May 1, 2042	2,625,000	29,531.25	150,000	27,843.75	207,375.00
May 1, 2043	2,475,000	27,843.75	155,000	26,100.00	208,943.75
May 1, 2044	2,320,000	26,100.00	155,000	24,356.25	205,456.25
May 1, 2045	2,165,000	24,356.25	160,000	22,556.25	206,912.50
May 1, 2046	2,005,000	22,556.25	165,000	20,700.00	208,256.25
May 1, 2047	1,840,000	20,700.00	165,000	18,843.75	204,543.75
May 1, 2048	1,675,000	18,843.75	170,000	16,931.25	205,775.00
May 1, 2049	1,505,000	16,931.25	175,000	14,962.50	206,893.75
May 1, 2050	1,330,000	14,962.50	175,000	12,993.75	202,956.25
May 1, 2051	1,155,000	12,993.75	180,000	10,968.75	203,962.50
May 1, 2052	975,000	10,968.75	185,000	8,887.50	204,856.25
May 1, 2053	790,000	8,887.50	190,000	6,750.00	205,637.50
May 1, 2054	600,000	6,750.00	195,000	4,556.25	206,306.25
May 1, 2055	405,000	4,556.25	200,000	2,306.25	206,862.50
May 1, 2056	205,000	2,306.25	205,000	-	207,306.25
	TOTALS	\$ 1,315,631.25	\$ 5,285,000	\$ 1,256,175.00	\$ 7,856,806.25



**CITY COUNCIL
MEMORANDUM**

ITEM: A Resolution approving the engagement of ESI Consultants, Ltd. for Building Code administration related activities.	DEPARTMENT: City Administration
AGENDA SECTION: New Business	SUBMITTED BY: Bob Mahrt, City Administrator
ATTACHMENTS: () ORDINANCE (X) RESOLUTION (X) OTHER SUPPORTING DOCUMENTS	DATE: November 14, 2016

BACKGROUND:

The City Administration had requested ESI Consultants, Ltd. of Naperville, Illinois to provide a professional services agreement to assist City Staff with Building Code administration related activities. The consulting firm has a regional office in Charleston and a local field office in Champaign. The proposed agreement includes a Scope of Services generally related to construction plan reviews and/or building inspections to be provided on an hourly basis. The term of the proposed agreement is through December 31, 2016.

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution authorizing the Mayor to enter into an agreement with ESI Consultants, Ltd. (A copy of the Resolution and Agreement are attached for City Council review).

CITY OF MONTICELLO
PIATT COUNTY, ILLINOIS

RESOLUTION NO. 2016-77

A RESOLUTION APPROVING THE ENGAGEMENT OF
ESI CONSULTANTS LTD.

ADOPTED BY THE

CITY COUNCIL

CITY OF MONTICELLO

THIS 14th DAY OF NOVEMBER 2016

Published in pamphlet form by authority of the City Council of the City of Monticello, Piatt County, Illinois, this 15th day of November, 2016.

**CITY OF MONTICELLO
PIATT COUNTY, ILLINOIS**

RESOLUTION NO. 2016-77

**A RESOLUTION APPROVING THE ENGAGEMENT OF
ESI CONSULTANTS, LTD.**

WHEREAS, the City of Monticello desires to benefit from the expertise of ESI Consultants, Ltd. (“ESI”) to provide a professional services to assist with building code administration and review; and

WHEREAS, the City has negotiated the terms of the engagement with ESI 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 ESI.

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

1. The Agreement with ESI Consultants, Ltd., 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 14th day of November, 2016, by the following roll-call vote:

AYES:

NAYS:

ABSENT:

Approved by the City of Monticello this 14th day of November, 2016.

Larry Stoner, Mayor

ATTEST:

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 14th day of November, 2016, by the following roll-call vote: ayes: ____; nays: ____; absent: ____; and that the same was published by publication in pamphlet form on the 15th day of November, 2016.

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

EXHIBIT 1



October 24, 2016

Mr. Bob Mahrt, City Administrator
City of Monticello
210 North Hamilton
Monticello, Illinois 61856

Re: Proposal for Professional Engineering Services – Building Code Administration

Dear Mr. Mahrt:

ESI Consultants, Ltd is pleased to submit this proposal for rendering professional engineering services to the City of Monticello for Building Code Administration, which will be reference here after as the “Project” as discussed in our meeting on October 21, 2016. All references to “City” in this proposal refers to City of Monticello and references to “ESI” refer to ESI Consultants, Ltd.

Understanding of the Project

The City is requesting a proposal to provide Building Code Administration for reviews and inspections of proposed new building, building remodeling, and additions to buildings in the City of Monticello. These reviews and inspections will include, as discussed in our meeting, but are not limited to; footings, foundations, framing, electrical, means of egress, and exterior wall envelopes. The reviews and inspection will be in accordance with the existing Building Codes and Ordinances that are in place at this time that are shown below.

- ICC International Residential Code, Edition 2003
- ICC International Building Code, Edition 2003
- 1987 BOCA Existing Structure Code
- NFPA-70 National Electrical Code, Edition 2005
- NFPA-101 Life Safety Code, Edition 2003
- Illinois State Plumbing Code
- 1997 Illinois Accessibility Code
- City of Monticello Zoning Ordinance
- City of Monticello Subdiviion Ordinace

It is anticipated that these codes will be update to more current versions in the near future and will at that time require the newer adopted codes and ordinances be followed.

The City will will review and approve in-house all site plan submittals and site plan reviews will not be considered part of the services to be renderd by the ESI.

Basic Scope of Services

1. Building Code Administration - Reviews

ESI will coordinate with Client to provide the required review services for all new buildings, building remodeling, and additions to buildings within the City. These reviews will include as discussed in our meeting, but are not limited to; footings, foundations, framing, electrical, means of egress, and exterior wall envelopes. Components associated with each review will be communicated at the time of the required review. The reviews will be in accordance with the existing Building Codes and Ordinances that are indicated above.

2. Building Code Administration - Inspections

ESI will coordinate with Client to provide the required inspections associated with each individual new building, building remodeling, and additions to buildings within the City. These inspections will include, but are not limited to, footings, foundations, framing, electrical, means of egress, and exterior wall envelopes as discussed in our meeting. The inspections will be conducted in accordance with the existing Building Codes and Ordinances that are indicated above.

Schedule

ESI recognizes that time is of the essence in this agreement and will make all reasonable efforts to meet the City's schedule for reviews and provide the required inspection services in a manner that is not only timely, but also helps expedite the developers schedule. The City recognizes that ESI cannot guarantee reviews and schedules required from other entities or agencies outside the control of ESI. Upon receipt of a Notice to Proceed (NTP) and an executed copy of this Agreement it is anticipated that ESI will be able to commence providing services immediately.

Compensation

As indicated in our meeting ESI will be reimbursed on an hourly basis for the services provided for all required review and inspection services on a work order basis. ESI will provide each work order with an Identification Number to which all time and other direct costs will be tracked for each assignment separately.

The fee for services of ESI's employees engaged directly on the Project will be calculated on an actual hours expended multiplied by the appropriate employee billing rate, as set forth in ESI's Standard Billing Rate Schedule. A Monticello Billing Rate Schedule is attached hereto and the document that will be used to determine the appropriate rate per employee.

In addition to the professional services fees set forth above, ESI shall be compensated for reimbursable expenses such as printing, postage, messenger service, and other similar project-related items should they be necessary. ESI shall be compensated an amount equal to one hundred ten percent (110%) of the actual expenses incurred. Vehicle usage on the project for



inspection services will be reimbursed on a daily basis at a rate of \$65.00 per day that a vehicle is required.

ESI will bill City monthly for the engineering services and reimbursable expenses. Payment is to be made within thirty (30) days of receipt of our invoice. If the City objects to any invoice submitted by us, the City shall so advise us in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to City. ESI reserves the right to stop work on the Project if our invoices are overdue by more than thirty (30) days. ESI shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. These financial arrangements are based on the orderly and continuous progress of the Project.

Contents of Agreement

This proposal, the Standard Billing Rate Schedule, and our General Terms and Conditions, attached hereto and incorporated therein, represent the entire understanding between the City and ESI with respect to the Professional Services to be provided for the Project and may only be modified in writing when signed by both of us.

If this proposal satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance for thirty (30) calendar days from the date hereon unless changed by us in writing. Authorization to proceed requires return of this signed agreement.

Thank you for requesting ESI Consultants, Ltd. to provide professional services on this Project.

Sincerely,

ESI CONSULTANTS LTD.

Dave Clark, P.E.
Vice President

Accepted This _____ Day of _____, 2016

CITY OF MONTICELLO

BY: _____

Title: _____

Attachments



2016 STANDARD BILLING RATES

ESI CONSULTANTS, LTD. STAFF BILLING RATE SCHEDULE (Central Illinois)

(Rates effective January 1, 2016 through December 31, 2016)

Description	Hourly Rate
President / Principal	\$200.00
Vice President / Director	\$172.00
Senior Manager / Senior Consultant	\$135.00
Senior Structural Project Manager	\$133.00
Senior Project Manager	\$133.00
Structural Project Manager	\$124.00
Project Manager / Project Manager Consultant	\$114.00
Senior Resident Engineer	\$124.00
Resident Engineer	\$113.00
Senior Structural Project Engineer	\$107.00
Project Engineer 2 / Resident Engineer 2	\$107.00
Structural Project Engineer	\$106.00
Senior Technician 2	\$102.00
Project Engineer/ Resident Engineer 1	\$88.00
Engineer 3	\$85.00
Engineer 2	\$79.00
Engineer 1	\$72.00
Resident Technician / Senior Technician	\$85.00
Technician 3	\$82.00
Technician 2	\$65.00
Technician 1 / Engineering Intern	\$48.00
Sr. Admin. Management Consultant	\$122.00
Administrative Assistant 3	\$60.00
Administrative Assistant 2	\$45.00
Administrative Assistant 1	\$42.00
Administrative Clerk 1	\$32.00

Notes:

Time is charged portal to portal.

All direct expenses are calculated using a factor of 1.10.

Adjustments in rates are calculated on a yearly basis and can be adjust each January 1st.



ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. **Governing Law.** It is acknowledged that all Agreements are deemed to be entered into and executed at the ENGINEER's offices in Naperville and are governed by, and construed in accordance with, the laws of the State of Illinois.
2. **Rates.** All work performed by ENGINEER staff (inclusive of professional, support, and secretarial staff), unless specified elsewhere in the Agreement, shall be charged at ENGINEER's then applicable standard hourly rates for staff. A copy of current rates is attached to this Agreement.
3. **Terms of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the past amounts due ENGINEER will be increased at the rate of 1% per month retroactively from the date of the invoice. ENGINEER may after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. ENGINEER shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. **Client's Responsibilities.** CLIENT shall do the following in a timely manner so as not to delay the services of ENGINEER.
 - a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions; all of which ENGINEER may use and rely upon in performing services under this Agreement.
 - b. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
 - c. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
5. **Engineer's Responsibilities.** ENGINEER will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. ENGINEER makes no warranty, either expressed or implied, with respect to its services.
 - a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the ENGINEER shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the ENGINEER be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.
 - b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and ENGINEER and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes
6. **Right to Stop Services Due to Payment Delinquency.** ENGINEER reserves the right to stop work specified under the scope of services attached hereto if any progress invoice is more than 30 days outstanding. In such instance, the Client shall retain complete liability for payment of fees and expenses associated with work performed through the date work was stopped. Client holds Engineer harmless of any actions or conditions, or from any penalties or fees, which Client incurs from Engineer stopping work on a project for such non-payment.
7. **Expiration of Proposed Agreement.** Unless otherwise indicated in the Agreement, the proposed Agreement will become null and void at 5:00 p.m., Central Time, 30 calendar days following the date thereof, unless the executed Agreement is returned to ENGINEER prior to that time. However, ENGINEER retains the unilateral right to accept an executed Agreement subsequent to the scheduled expiration date. ENGINEER's acceptance of the Agreement after the expiration date will be signified by its commencement of work included in the scope of services. Should ENGINEER commence an engagement after its receipt of an executed Agreement, but subsequent to the expiration date of that Agreement, the Agreement shall be deemed a contract and shall be fully binding on the Client and on ENGINEER.
8. **Termination.** Subsequent to execution of the Agreement by the Client and its acceptance by ENGINEER, either party may terminate the Agreement without cause upon providing written notice to the other party. Should the Agreement be terminated, written notice must be conveyed via certified mail, and all costs associated with ENGINEER's work rendered to the date of receipt (or mailing, if initiated by

ENGINEER) of the termination notice must be paid in full by the Client, as well as any associated expenses and the expense processing fee plus costs of termination including salaries, overhead, expenses and fee incurred either before or after the date of termination.

9. **Confidentiality of Assignment.** ENGINEER will respect the confidential nature of the assignment and in so doing will use its discretion where specific identification of the project or the Client might be required in obtaining research data. In the course of performing services under this Agreement, Client may disclose to ENGINEER, or ENGINEER may otherwise acquire, confidential or proprietary business or technical information ("Information"). ENGINEER will receive and maintain in confidence all Information and will exercise all reasonable efforts to avoid the disclosure of Information to others. ENGINEER will not use Information for any purpose other than the performance of services for Client.
10. **Use of Reports by Clients/Copyright.** ENGINEER's interim drafts, memoranda, and final reports will not be presented to third parties by the Client except in the form delivered. In no event may any ENGINEER report be used in whole or in part in any public offering or security without the prior written consent of ENGINEER. No abridgment, abstracting, or excerpting of reports may be made for any purpose whatsoever without obtaining the permission of ENGINEER. ENGINEER does not authorize conveyance of, or reference to, all or any part of the contents of its reports to the public through advertising, public relations, news, sales, or other media without prior written consent. The copyright of all reports and documents are held by ENGINEER. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.
11. **Objectivity.** To protect Client, and to assure that ENGINEER's research results, observations and recommendations will continue to be accepted as objective and impartial, it is expressly understood and agreed that ENGINEER's fee for the undertaking of this engagement is in no way dependent upon the specific conclusions reached or the nature of the advice given in the draft and/or final reports.

ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such certification.

12. **Excusable Delays.** ENGINEER shall not be in default of its obligations under the Agreement if such failure arises out of causes beyond its control and without the fault or negligence of ENGINEER. Such causes may include, but are not restricted or limited to, acts of God, acts of any government, fires, floods electrical brownouts, strikes, or unusually severe weather. Other circumstances creating excusable delays include, but are not limited to, delivery of a corresponding retainer fee, delivery of an executed Agreement without corresponding delivery of data required for ENGINEER to perform its services (as specified in the Agreement or in attachments thereto), changes in the scope of services requested by the Client before or after execution of the Agreement and/or the commencement of work, Client initiation of changes in a development plan or project after work has commenced by ENGINEER, or any other delay prompted by an action on the part of the Client.

Any delays associated with delivery of the specified product due to a Client's tardiness in providing ENGINEER with data it needs to complete the engagement shall not be deemed a breach of the Agreement by ENGINEER. Should a Client change the scope of services, any deadline date or cost maximum specified in the Agreement will be changed accordingly. This may be done by ENGINEER verbally or in writing. Any excusable delay caused by a change in the scope of services or a change in the development plan or program will cause an increase in ENGINEER's fee. Any increase will be billed on an hourly plus expenses basis in addition to the fee cited in the Agreement

13. **Limitation of Liability** CLIENT and ENGINEER have discussed the risks, rewards, and benefits of the project and the ENGINEER's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the ENGINEER's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total fees associated with this agreement or \$100,000, whichever is less. Such causes include but are not limited to the ENGINEER's negligence, errors, omissions, strict liability, or breach of contract. CLIENT agrees, as a part of its contract with its client to limit the liability of both CLIENT and ENGINEER in the same manner as above.
14. **Indemnification.**
 - a. ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by ENGINEER's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.
 - b. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

- c. Any claim pursuant to this Agreement must be in writing, must set forth the facts upon which is based, and must be received by ENGINEER within two (2) years of the completion of the Services provided under the applicable Task Order.
 - d. Notwithstanding to the contrary, ENGINEER shall not be liable for:
 - (i) damage or injury to any subterranean structures (including, but not limited to, pipes, tanks, and telephone cables) or any existing subterranean conditions, or the consequences of such damage or injury, if such structures or conditions were known or should have been known to Client and were not shown, or were incorrectly shown, on plans furnished by Client to Consultant in connection with the Services or otherwise disclosed to ENGINEER;
 - (ii) any of Client's business losses or consequential damages, except as covered by insurance policy in effect pursuant to this agreement hereto;
 - (iii) any claim or demand against Client by any third party except as covered by the applicable insurance policies in effect pursuant to this agreement hereof; or
 - (iv) damages resulting from cessation of services under this agreement
15. **Compliance with Law.** Sub-consultant shall review laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to the Subconsultant's services and shall exercise professional care and judgment to design in compliance with requirements imposed by governmental authorities having jurisdiction over the project.
16. **Subcontracts.** ENGINEER may not assign this agreement without written notification and approval from CLIENT, such approval not be unreasonably withheld. ENGINEER may, subcontract work to be performed hereunder, provided ENGINEER remains liable under this Agreement for all acts, errors, and omissions of such subcontractor, and agrees to indemnification for such acts, errors and omissions. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.
17. **Waiver.**
- a. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties.
 - b. A waiver of any breach of the terms, conditions and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.
18. **Severability.** If any provision, phrase or other portion of this Agreement should be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination should become final, such provision, phrase, or other portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions hereof enforceable; and, provided that the severing of any such provision will not materially change the substance of this Agreement. As so amended, this Agreement shall be enforced to the fullest extent possible to give effect to the intention of the parties expressed herein.
19. **Facsimile Transmissions.** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.
20. **Other Matters.** Should any requests or disputes arise that requires ENGINEER's services beyond the scope of services provided for in the Agreement and for which the Client gives prior approval to perform, the Client agrees to pay ENGINEER for staff time at ENGINEER's standard billing rates plus expenses, unless prior agreement has been reached between ENGINEER and the Client. Neither ENGINEER nor any employee shall be required to give testimony or attend meetings of any type (unless specified in the agreement) without prior arrangement as to fee, whether subpoenaed by the client or any other group.

END



CITY COUNCIL MEMORANDUM

ITEM: Discussion on Sangamon River Bridge Feasibility Study (Old Route 47 Bridge).	DEPARTMENT: City Administration
AGENDA SECTION: New Business	SUBMITTED BY: Bob Mahrt, City Administrator
ATTACHMENTS: () ORDINANCE () RESOLUTION (X) OTHER SUPPORTING DOCUMENTS	DATE: November 14, 2016

BACKGROUND:

The City of Monticello had accepted the jurisdictional transfer of the Old Route 47 Bridge over the Sangamon River from the Illinois Department of Transportation (IDOT) on October 7, 2015. The City had agreed to accept the bridge structure without State improvements in exchange for a lump sum payment in the amount of \$6,044,000. It should be understood that the bridge structure is in a state of severe deterioration and IDOT had recommended that the City close this structure.

On January 25, 2016, the City Council adopted Resolution No. 2016-06 regarding the use of MFT Funds for the Sangamon River Bridge Feasibility Study. The City had contracted with Esca Consultants, Inc. to conduct a Study with a not to exceed amount of \$25,000.00 to investigate options for providing access to properties previously served by the bridge. The Scope of Work was to include Data Collection; Field Surveys; Property Study; Hydraulic Studies; Preliminary Design and Cost Estimate; Coordination; and Report. The initial Study is now complete for City Council review and consideration. (A copy of the “Retirement Report - Old Route 47 Bridge Over the Sangamon River” Study is attached for City Council review).

ITEMS FOR FURTHER DISCUSSION:

- 1) Public vs Private Access: The Study identified both public and private access alternatives for City Council consideration.
- 2) Timing: The City Council may discuss anticipated timeframe for demolition of existing structure and/or construction of alternative means of access to area properties.
- 3) Sale and/or Future Use of City Owned Property: The City Council may discuss future plans for sale and/or usage of the City owned property (i.e. “Pit Park”).
- 4) Determination on Alternative Actions: The City Council may consider selecting “Alternatives” for further study.

RECOMMENDED ACTION:

It is recommended that the City Council discuss the Sangamon River Bridge Feasibility Study and provide direction for City Staff.

RETIREMENT REPORT
OLD ROUTE 47 BRIDGE OVER SANGAMON RIVER
MONTICELLO, IL



November 7, 2016

INTRODUCTION

The bridge that carries Old Route 47 over the Sangamon River is in very poor condition. In 2015, the Illinois Department of Transportation (IDOT) completed a Jurisdictional Transfer (JT) with the City of Monticello (City) for the bridge. The City has taken full responsibility for the care and maintenance of the bridge, and the City maintains liability for the structure for as long as it exists. In exchange for accepting all responsibility for the bridge, IDOT paid the City over six million dollars.

The bridge is in such poor condition that repair costs are prohibitive. The State of Illinois Department of Transportation Bridge Office has recommended it be closed to all traffic. It should be demolished, and new means found to address entry to the areas it presently provides access too. The majority of the property that the bridge currently affords access to is owned by the City, and consists of an abandoned gravel pit. There is one parcel of undeveloped woodland (Parcel number 09-01-276-01) that can be accessed via the bridge. Courthouse records indicate it is owned by Ezra D., Ruth A., and Ricky Hislope.

The liability associated with leaving the bridge in place is prohibitive, as chunks of broken concrete have started falling. One entire concrete railing is tilted, unstable, and could fall soon. The steel beams are heavily corroded at the supports and starting to buckle.

The purpose of this report is to determine Alternative means of access to the affected properties, and to evaluate those Alternatives. Pros and Cons of each Alternative are presented, as well as cost estimates, including the estimate of cost for removing the existing bridge.

DESIGN CRITERIA

Design Criteria for the various Alternatives assumes the following:

1. Some of the Alternatives will provide private access only. For these Alternatives, new access roads or bridges will be gated, and property owners only will be given keys and permission to open the gates.
2. Some of the Alternatives will allow for future public access. The existing gravel pit area currently is unsafe for recreational use, according to the Illinois Municipal League Risk Management Association. The depth of the pit and the steep slopes below water level are some of the concerns that should be addressed. A substantial amount of work would be required to alleviate the hazards present at the gravel pit.
3. Design speed for determining horizontal and vertical curve geometry will be 30 MPH. Portions of existing roads to be reused will not be upgraded to support a higher design speed.
4. Alternatives with at grade crossing of the railroad will not be accessible to the public. Access will be via lock and/or keypad. Full stop with crossbucks will be required at all grade crossings. Minimum grade crossing sight distance is 1,095 feet, corresponding to a 60 MPH train speed.
5. Design Vehicle will be a Single Unit (SU) truck, similar to a city dump truck.

6. Roadway width will be a maximum of two -12' lanes with 4' shoulders. Lanes will be aggregate and shoulders will be stabilized earth.
7. Bridges (if used) will have 32' clear width, matching the width of the approach roadways.
8. Guardrail will be provided at bridges and other locations per State of Illinois standards based upon need as defined by roadway geometry.

DESCRIPTION OF ALTERNATIVES

Alternative No. 1 – New River Bridge on Existing Alignment

This Alternative is intended initially for Private use, but could be converted to Public use after the safety of the gravel pit is improved to a satisfactory level. Preliminary Hydraulic Analysis has been performed. The design equations for waterway openings have changed considerably since the existing bridge was built. Consequently, the replacement bridge will need to be significantly longer than the existing bridge. The clear width of the bridge was assumed at 32 feet (two-12' lanes plus two-4' shoulders). The bridge is also on a high skew (45 degrees), which requires the bridge to be longer and increases the cost. No property acquisition is required. The total estimated cost for this project, including removal of the existing bridge, is \$6,280,000. See Appendix A, Exhibit A-1 for a depiction of the corridor for this Alternative. See Appendix B for a detailed cost estimate.

Alternative No. 2 – New River Bridge on Lilly Drive Alignment

This Alternative is intended initially for Private use, but could be converted to Public use after the safety of the gravel pit is improved to a satisfactory level. The length of this bridge is quite a bit shorter than the Alternative 1 bridge, due to the reduced skew. The bridge width is the same as Alternative 1. Property acquisition would be required with this alignment. The total estimated cost for this project, including removal of the existing bridge and property acquisition, is \$5,589,000. See Appendix A, Exhibit A-2 for a corridor depiction for this Alternative. See Appendix B for a detailed cost estimate.

Alternative No. 3 – New Bridge over Norfolk Southern Railroad near Former Old 47 Alignment

This Alternative is intended initially for Private use, but could be converted to Public use after the safety of the gravel pit is improved to a satisfactory level. This project is entirely on City right-of-way (ROW). Again, the clear width of the bridge is 32'. The total estimated cost for this project, including removal of the existing bridge, is \$3,437,000. See Appendix A, Exhibit A-3 for a depiction of the corridor for this Alternative. See Appendix B for a detailed cost estimate.

Alternative No. 3A – New Norfolk Southern Railroad Grade Crossing near Former Old 47 Alignment

This Alternative is entirely on City ROW and it is similar to Alternative 3A, except it utilizes an at grade crossing at the Railroad instead of a bridge. The Old 47 alignment is adjusted to a smaller skew angle and better site distance at the railroad crossing. See Appendix A, Exhibit A-4 for a depiction of the corridor for this Alternative. ***THIS ALTERNATIVE WAS ELIMINATED DUE TO LACK OF SAFE SIGHT DISTANCE FOR A GRADE CROSSING AT THIS LOCATION. THE MINIMUM GRADE CROSSING SIGHT DISTANCE OF 1,095 FEET IS NOT AVAILABLE.***

Alternative No. 4 – New Bridge over Norfolk Southern Railroad south of the Fitness Center

Some property acquisition would be required for this Alternative. The horizontal alignment allows a 90 degree crossing of the Railroad, shortening the required bridge length. See Appendix A, Exhibit A-5 for a depiction of the Corridor for this Alternative. ***THIS ALTERNATIVE IS NOT FEASIBLE. THERE IS NOT SUFFICIENT ROOM BETWEEN IL-105 AND THE RAILROAD TRACK TO ALLOW ADEQUATE VERTICAL CLEARANCE OVER THE RAILROAD. MAXIMUM PROFILE GRADE OF 7% AND 23'-6" VERTICAL CLEARANCE WERE THE CRITERIA USED IN THE EVALUATION.***

Alternative No. 4A – New Norfolk Southern Railroad Grade Crossing south of the Fitness Center

This Alternative is intended for Private use only. Some property acquisition would be required for this project and it is on the same alignment as Alternative No. 4, but utilizes an at grade crossing instead of a bridge. Consequently, it would not be suitable for Public use. There will be some negotiations required with Norfolk Southern, but the crossing will not be open to the public and this enhances the likelihood that a crossing permit will be extended or granted. The proposed roadway connection also crosses the Sangamon River Land and Water Reserve and this will require coordination with, and possible approval from, the Illinois Department of Natural Resources. The total estimated cost, including removal of the existing bridge, is \$ 1,575,000.00. See Appendix A, Exhibit A-6 for a depiction of the corridor for this Alternative. See Appendix B for a detailed cost estimate.

Alternative No. 5 – New Norfolk Southern Grade Crossing just North of I-72 with Road Across Pond

Property acquisition would be required for this project. The corridor would likely occupy IDOT Row after it leaves Old 47. It would be situated near the toe of the I-72 embankment east of the Railroad. The Railroad Grade crossing will be at 90 degrees near the edge of I-72 ROW east of the Railroad, crossing over onto City Property on the west side of the Railroad. A portion of the existing pond (about 200' length) would be filled to allow the access road to continue across the pond. See Appendix A, Exhibit A-7 for a depiction of the corridor for this Alternative. ***THIS ALTERNATIVE IS NOT FEASIBLE DUE TO LACK OF SAFE SIGHT DISTANCE FOR A GRADE CROSSING AT THIS LOCATION. THE SAFE SITE DISTANCE IS 1095', AND ONLY 400' IS AVAILABLE.***

Alternative No. 5A – New Norfolk Southern Grade Crossing Just North of I-72 with Road Skirting Pond

Property acquisition would be required for this project. The alignment of the road east of the Railroad as well as at the Railroad at grade crossing will be the same as Alternative No. 5. On the west side of the Railroad, the access road will skirt the south edge of the pond instead of crossing the pond. See Appendix A, Exhibit A-8 for a depiction of the corridor for this Alternative. *THIS ALTERNATIVE IS NOT FEASIBLE DUE TO LACK OF SAFE SIGHT DISTANCE FOR A GRADE CROSSING AT THIS LOCATION. THE SAFE SITE DISTANCE IS 1095', AND ONLY 400' IS AVAILABLE.*

Alternative No. 6 – Purchase Private Property, Remove the Existing Bridge, and Eliminate Access

Property acquisition would be required for this project. The Alternative involves eliminating access to the City property, purchasing the one parcel that is not owned by the City and removing the existing bridge. The estimated cost for the removal of the existing bridge is \$782,000 and this does not include the needed property acquisition. See Appendix B for a detailed cost estimate.

DISCUSSION

The Cost Estimates are for initial construction only, and do not include costs for Future Maintenance. Future Maintenance costs should be considered in the evaluation of the feasible Alternatives. Alternative No. 6 has no Future Maintenance Costs. Alternative 4A will have only normal roadway and at grade crossing maintenance, so its future costs to operate and maintain will be relatively small. The construction of highway bridges as outlined for Alternatives 1, 2, and 3 will have higher maintenance costs. In addition to the higher maintenance costs, it should be noted the life of a highway bridge is usually assumed to be approximately 50 years. A superstructure replacement and possibly a complete replacement should be planned for at the 50-year age with any Alternatives that include bridge construction.

SUMMARY

Nine Alternatives were evaluated. Four of them, Alternatives 3A, 4, 5, & 5A were eliminated from consideration based on the study. The remaining five, Alternatives 1, 2, 3, 4A, & 6 were determined to be feasible. Alternatives 1, 2, & 3 would initially allow for Private use, but could be converted to Public use after the safety of the gravel pit is improved to a satisfactory level. Alternative 4A provides Private use only and cannot be used for Public access to the gravel pit. Alternative 6 eliminates access for both Public and Private use.

Our recommendation to the City is to select two or three Alternatives, from the five that were found to be feasible, for further study and evaluation.

APPENDIX A
CORRIDOR LAYOUTS



LEGEND

ALTERNATIVE NO. 1 CORRIDOR



Map No.	Owner
09-01-202-004	Lecompte Marcia
09-01-202-005	Lecompte Marcia
09-01-203-001	Stoddard Partners
09-01-226-001	City of Monticello
09-01-251-012	Lilly Paul & Helen
09-01-276-001	City of Monticello
09-01-276-001	City of Monticello
09-01-276-001	City of Monticello
09-01-400-002	Hislope Ezra D & Ruth a & Hislope Ricky
09-01-400-011	City of Monticello
10-06-101-001	City of Monticello
10-06-127-001	Walden James M & Madolyn M
10-06-128-002	Henry Clair E
10-06-129-001	Marshall Jason L & Craig Amy L
10-06-129-002	Rohr Jedediah & Susan N
10-06-129-003	Daniels Cathy S
10-06-151-001	Neuhoff Media Decatur Llc
10-06-151-002	City of Monticello
10-06-151-003	Fitness Center Inc
10-06-151-004	R & J Ag Mfg Inc
10-06-177-001	State Bank of Bement
10-06-177-002	Foster Aritis & Kathleen
10-06-177-003	City of Monticello
10-06-177-005	County of Piatt Mental Heath
10-06-177-006	County of Piatt Mental Heath
10-06-177-007	Ducky Day Care Inc
10-06-177-008	Indian Valley Enterprises Inc
10-06-177-009	Indian Valley Enterprises Inc
10-06-177-010	Indian Valley Enterprises Inc
10-06-177-011	Indian Valley Enterprises Inc
10-06-301-001	Fitness Center Inc
10-06-301-002	Mccorkle Charlotte
10-06-302-001	Gaskill Jerry

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CITY OF MONTICELLO
SANGAMON RIVER BRIDGE FEASIBILITY STUDY

EXHIBIT A-1	
ALTERNATIVE NO. 1 CORRIDOR	
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STA.	TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		PIATT	8	1
CONTRACT NO.				
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT				



LEGEND

█ ALTERNATIVE NO. 2 CORRIDOR



Map No.	Owner
09-01-202-004	Lecompte Marcia
09-01-202-005	Lecompte Marcia
09-01-203-001	Stoddard Partners
09-01-226-001	City of Monticello
09-01-251-012	Lilly Paul & Helen
09-01-276-001	City of Monticello
09-01-276-001	City of Monticello
09-01-276-001	City of Monticello
09-01-400-002	Hislope Ezra D & Ruth a & Hislope Ricky
09-01-400-011	City of Monticello
10-06-101-001	City of Monticello
10-06-127-001	Walden James M & Madolyn M
10-06-128-002	Henry Clair E
10-06-129-001	Marshall Jason L & Craig Amy L
10-06-129-002	Rohr Jedediah & Susan N
10-06-129-003	Daniels Cathy S
10-06-151-001	Neuhoff Media Decatur Llc
10-06-151-002	City of Monticello
10-06-151-003	Fitness Center Inc
10-06-151-004	R & J Ag Mfg Inc
10-06-177-001	State Bank of Bement
10-06-177-002	Foster Aritis & Kathleen
10-06-177-003	City of Monticello
10-06-177-005	County of Piatt Mental Heath
10-06-177-006	County of Piatt Mental Heath
10-06-177-007	Ducky Day Care Inc
10-06-177-008	Indian Valley Enterprises Inc
10-06-177-009	Indian Valley Enterprises Inc
10-06-177-010	Indian Valley Enterprises Inc
10-06-177-011	Indian Valley Enterprises Inc
10-06-301-001	Fitness Center Inc
10-06-301-002	Mccorkle Charlotte
10-06-302-001	Gaskill Jerry

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CITY OF MONTICELLO
SANGAMON RIVER BRIDGE FEASIBILITY STUDY

EXHIBIT A-2			
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		PIATT	8	2
CONTRACT NO.				
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT				



LEGEND

ALTERNATIVE NO. 3A CORRIDOR



Map No.	Owner
09-01-202-004	Lecompte Marcia
09-01-202-005	Lecompte Marcia
09-01-203-001	Stoddard Partners
09-01-226-001	City of Monticello
09-01-251-012	Lilly Paul & Helen
09-01-276-001	City of Monticello
09-01-276-001	City of Monticello
09-01-276-001	City of Monticello
09-01-400-002	Hislope Ezra D & Ruth a & Hislope Ricky
09-01-400-011	City of Monticello
10-06-101-001	City of Monticello
10-06-127-001	Walden James M & Madolyn M
10-06-128-002	Henry Clair E
10-06-129-001	Marshall Jason L & Craig Amy L
10-06-129-002	Rohr Jedediah & Susan N
10-06-129-003	Daniels Cathy S
10-06-151-001	Neuhoff Media Decatur Llc
10-06-151-002	City of Monticello
10-06-151-003	Fitness Center Inc
10-06-151-004	R & J Ag Mfg Inc
10-06-177-001	State Bank of Bement
10-06-177-002	Foster Aritis & Kathleen
10-06-177-003	City of Monticello
10-06-177-005	County of Piatt Mental Heath
10-06-177-006	County of Piatt Mental Heath
10-06-177-007	Ducky Day Care Inc
10-06-177-008	Indian Valley Enterprises Inc
10-06-177-009	Indian Valley Enterprises Inc
10-06-177-010	Indian Valley Enterprises Inc
10-06-177-011	Indian Valley Enterprises Inc
10-06-301-001	Fitness Center Inc
10-06-301-002	Mccorkle Charlotte
10-06-302-001	Gaskill Jerry

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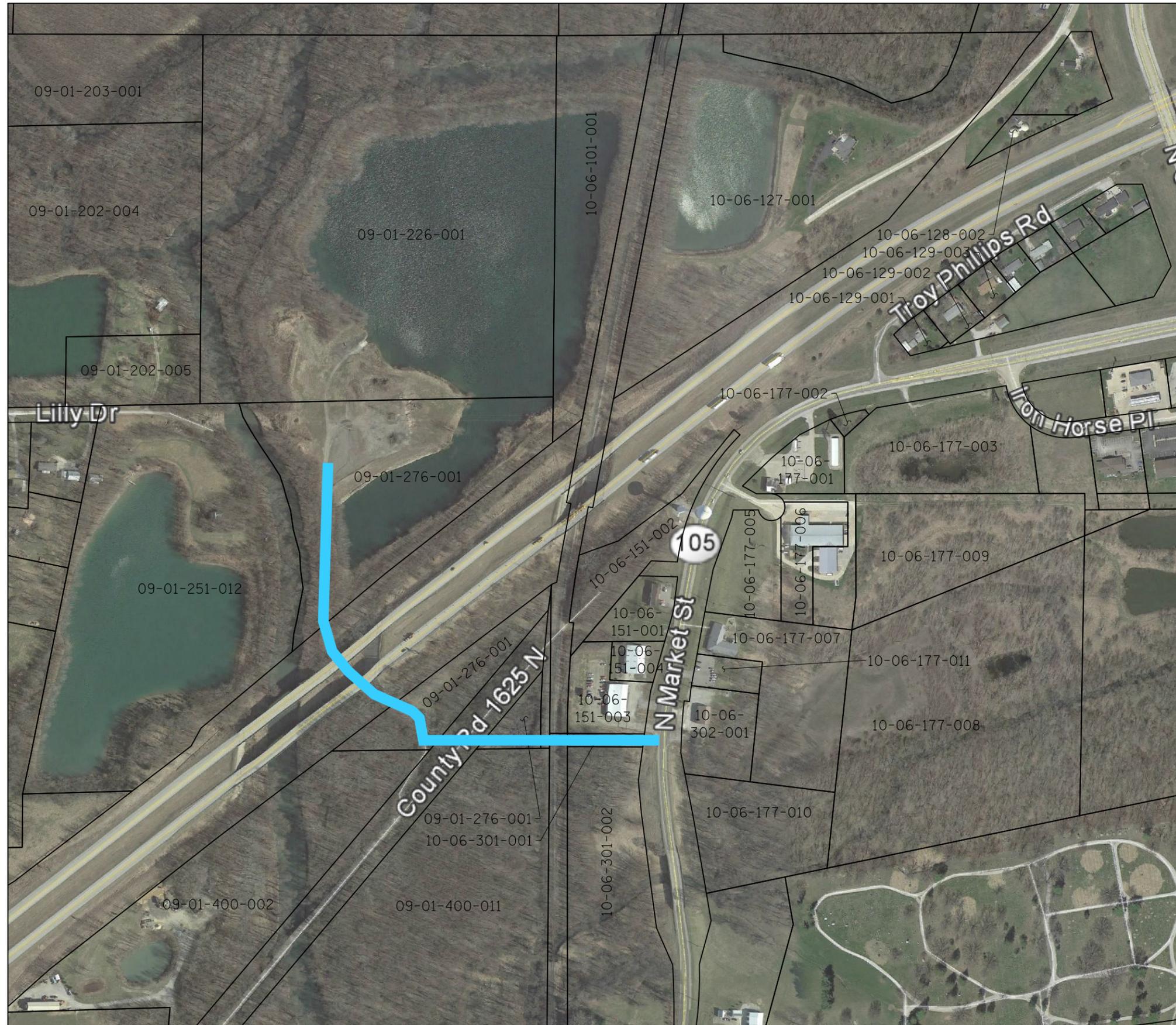


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CITY OF MONTICELLO
SANGAMON RIVER BRIDGE FEASIBILITY STUDY

EXHIBIT A-4	
ALTERNATIVE NO. 3A CORRIDOR	
SCALE: 1"=200'	TO STA.
SHEET NO. 4 OF 8 SHEETS	STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		PIATT	8	4
CONTRACT NO.				
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT				



LEGEND

 ALTERNATIVE NO. 4A CORRIDOR

200 0 200 400
SCALE IN FEET

Map No.	Owner
09-01-202-004	Lecompte Marcia
09-01-202-005	Lecompte Marcia
09-01-203-001	Stoddard Partners
09-01-226-001	City of Monticello
09-01-251-012	Lilly Paul & Helen
09-01-276-001	City of Monticello
09-01-276-001	City of Monticello
09-01-276-001	City of Monticello
09-01-400-002	Hislope Ezra D & Ruth a & Hislope Ricky
09-01-400-011	City of Monticello
10-06-101-001	City of Monticello
10-06-127-001	Walden James M & Madolyn M
10-06-128-002	Henry Clair E
10-06-129-001	Marshall Jason L & Craig Amy L
10-06-129-002	Rohr Jedediah & Susan N
10-06-129-003	Daniels Cathy S
10-06-151-001	Neuhoff Media Decatur Llc
10-06-151-002	City of Monticello
10-06-151-003	Fitness Center Inc
10-06-151-004	R & J Ag Mfg Inc
10-06-177-001	State Bank of Bement
10-06-177-002	Foster Aritis & Kathleen
10-06-177-003	City of Monticello
10-06-177-005	County of Piatt Mental Heath
10-06-177-006	County of Piatt Mental Heath
10-06-177-007	Ducky Day Care Inc
10-06-177-008	Indian Valley Enterprises Inc
10-06-177-009	Indian Valley Enterprises Inc
10-06-177-010	Indian Valley Enterprises Inc
10-06-177-011	Indian Valley Enterprises Inc
10-06-301-001	Fitness Center Inc
10-06-301-002	Mccorkle Charlotte
10-06-302-001	Gaskill Jerry

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 SCALE NAME = PLOT
 FILE NAME = 210515.DWG, ALTA.dwg



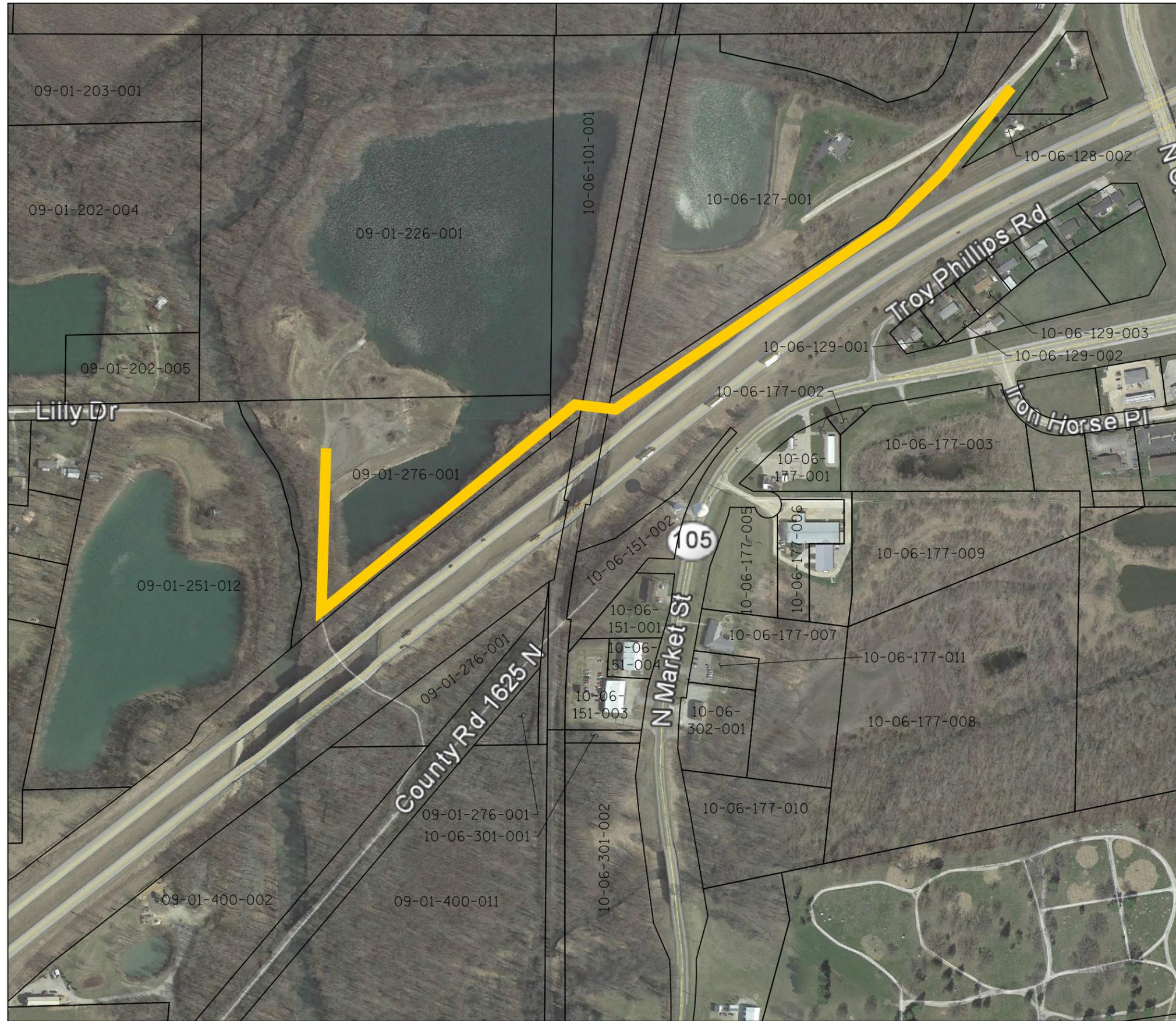
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ESCA PROJECT NO. 719.70	DRAWN - KAH	REVISED -
PLOT SCALE = 0.1667' / in.	CHECKED -	REVISED -
PLOT DATE = 5/31/2016 9:11:14 AM	DATE - 05/2016	REVISED -

CITY OF MONTICELLO
SANGAMON RIVER BRIDGE FEASIBILITY STUDY

EXHIBIT A-6
ALTERNATIVE NO. 4A CORRIDOR

SCALE: 1"=200' SHEET NO. 6 OF 8 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		PIATT	8	6
CONTRACT NO.				
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT				



LEGEND

ALTERNATIVE NO. 5A CORRIDOR



Map No.	Owner
09-01-202-004	Lecompte Marcia
09-01-202-005	Lecompte Marcia
09-01-203-001	Stoddard Partners
09-01-226-001	City of Monticello
09-01-251-012	Lilly Paul & Helen
09-01-276-001	City of Monticello
09-01-276-001	City of Monticello
09-01-276-001	City of Monticello
09-01-400-002	Hislope Ezra D & Ruth a & Hislope Ricky
09-01-400-011	City of Monticello
10-06-101-001	City of Monticello
10-06-127-001	Walden James M & Madolyn M
10-06-128-002	Henry Clair E
10-06-129-001	Marshall Jason L & Craig Amy L
10-06-129-002	Rohr Jedediah & Susan N
10-06-129-003	Daniels Cathy S
10-06-151-001	Neuhoff Media Decatur Llc
10-06-151-002	City of Monticello
10-06-151-003	Fitness Center Inc
10-06-151-004	R & J Ag Mfg Inc
10-06-177-001	State Bank of Bement
10-06-177-002	Foster Aritis & Kathleen
10-06-177-003	City of Monticello
10-06-177-005	County of Piatt Mental Heath
10-06-177-006	County of Piatt Mental Heath
10-06-177-007	Ducky Day Care Inc
10-06-177-008	Indian Valley Enterprises Inc
10-06-177-009	Indian Valley Enterprises Inc
10-06-177-010	Indian Valley Enterprises Inc
10-06-177-011	Indian Valley Enterprises Inc
10-06-301-001	Fitness Center Inc
10-06-301-002	Mccorkle Charlotte
10-06-302-001	Gaskill Jerry

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USER NAME = kah	DESIGNED - RDP	REVISED -
ESCA PROJECT NO. 719.70	DRAWN - KAH	REVISED -
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PLOT DATE = 5/31/2016 9:11:43 AM	DATE - 05/2016	REVISED -

CITY OF MONTICELLO
SANGAMON RIVER BRIDGE FEASIBILITY STUDY

EXHIBIT A-8	
ALTERNATIVE NO. 5A CORRIDOR	
SCALE: 1"=200'	SHEET NO. 8 OF 8 SHEETS
STA.	TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		PIATT	8	8
CONTRACT NO.				
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT				

APPENDIX B
DETAILED COST ESTIMATES

CITY OF MONTICELLO

ALTERNATIVE NO. 1

COST ESTIMATE

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
Mobilization	1 Lump Sum	\$ 85,000.00	\$ 85,000.00
Remove Existing Bridge	1 Lump Sum	\$ 782,000.00	\$ 782,000.00
New Bridge (32'x810')	25,920 SF	\$ 195.00	\$5,054,000.00
Cleanup/Demobilization	1 Lump Sum	\$ 60,000.00	<u>\$ 60,000.00</u>
		TOTAL REMOVAL COST =	\$5,972,000.00
Bid Package Engineering			\$ 158,000.00
On Site Inspection			<u>\$ 150,000.00</u>
		TOTAL PROJECT COST =	\$6,280,000.00

CITY OF MONTICELLO

ALTERNATIVE NO. 2

COST ESTIMATE

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
ROW	1 Acre	\$ 50,000.00	\$ 50,000.00
Mobilization	1 Lump Sum	\$ 85,000.00	\$ 85,000.00
Clearing/Grubbing	2 Acres	\$ 5,000.00	\$ 10,000.00
Fill	12,800 CY	\$ 30.00	\$ 384,000.00
Paving	2,300 SY	\$ 80.00	\$ 184,000.00
Remove Existing Bridge	1 Lump Sum	\$ 782,000.00	\$ 782,000.00
New Bridge (32'x600')	19,200 SF	\$ 195.00	\$3,744,000.00
Cleanup/Demobilization	1 Lump Sum	\$ 50,000.00	<u>\$ 50,000.00</u>
		TOTAL REMOVAL COST =	\$5,289,000.00
Bid Package Engineering			\$ 150,000.00
On Site Inspection			<u>\$ 150,000.00</u>
		TOTAL PROJECT COST =	\$5,589,000.00

CITY OF MONTICELLO

ALTERNATIVE NO. 3

COST ESTIMATE

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
ROW	1 Acre	\$ 50,000.00	\$ 50,000.00
Mobilization	1 Lump Sum	\$ 85,000.00	\$ 85,000.00
Clearing/Grubbing	2 Acres	\$ 5,000.00	\$ 10,000.00
Fill	10,000 CY	\$ 30.00	\$ 300,000.00
New Paving	1400 SY	\$ 80.00	\$ 112,000.00
Overlay Old 47	4500 SY	\$ 15.00	\$ 67,500.00
Remove Existing Bridge	1 Lump Sum	\$ 782,000.00	\$ 782,000.00
New Bridge (32'x300')	9,600 SF	\$ 175.00	\$1,680,000.00
Cleanup/Demobilization	1 Lump Sum	\$ 50,500.00	<u>\$ 50,500.00</u>
		TOTAL REMOVAL COST =	\$3,137,000.00
Bid Package Engineering			\$ 150,000.00
On Site Inspection			<u>\$ 150,000.00</u>
		TOTAL PROJECT COST =	\$3,437,000.00

CITY OF MONTICELLO

ALTERNATIVE NO. 4A

COST ESTIMATE

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
ROW	1/2 Acre	\$ 80,000.00	\$ 40,000.00
Mobilization	1 Lump Sum	\$ 45,000.00	\$ 45,000.00
Clearing/Grubbing	2 Acres	\$ 5,000.00	\$ 10,000.00
Drainage	1 Lump Sum	\$ 50,000.00	\$ 50,000.00
Excavation	2900 CY	\$ 20.00	\$ 58,000.00
Fill	5,200 CY	\$ 30.00	\$ 156,000.00
New Paving	2300 SY	\$ 80.00	\$ 184,000.00
Remove Existing Bridge	1 Lump Sum	\$ 782,000.00	\$ 782,000.00
New RR Crossing	1 Lump Sum	\$ 100,000.00	\$ 100,000.00
Cleanup/Demobilization	1 Lump Sum	\$ 20,000.00	<u>\$ 20,000.00</u>
		TOTAL REMOVAL COST =	\$1,445,000.00
Bid Package Engineering			\$ 65,000.00
On Site Inspection			<u>\$ 65,000.00</u>
		TOTAL PROJECT COST =	\$1,575,000.00

CITY OF MONTICELLO

ALTERNATIVE NO. 6

REMOVAL COST ESTIMATE

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
Mobilization	1 Lump Sum	\$ 85,000.00	\$ 85,000.00
Structural Steel	753,000 Lbs.	\$ 0.30	\$ 225,900.00
Handrail Concrete	34 CY	\$ 300.00	\$ 10,200.00
Superstructure Concrete	677 CY	\$ 200.00	\$ 135,400.00
Substructure Concrete	397 CY	\$ 250.00	\$ 234,650.00
Cleanup/Demobilization	1 Lump Sum	\$ 60,000.00	<u>\$ 60,000.00</u>
		TOTAL REMOVAL COST =	\$ 751,150.00
Bid Package Engineering			\$ 15,850.00
On Site Inspection			<u>\$ 15,000.00</u>
		TOTAL PROJECT COST =	\$ 782,000.00

APPENDIX C

PHOTOS



Lilly Drive Looking West



Lilly Drive Looking East



Driveway to North off Lilly Drive



Lilly Drive Looking East



Lilly Drive Looking East



Lilly Drive Looking West



Lilly Drive West Side of River



IL-105 At Troy Phillips Road



Troy Phillips Road



Looking West from Troy Phillips Road



Looking West from Troy Phillips Road



IL-105 Looking East from Water Tower



Water Tower Area



Water Tower Area



Looking West Behind Water Tower



Looking East Behind Water Tower



Behind Water Tower



Old 47 East Abutment at Old Railroad Bridge



Look North at Old Railroad Bridge Site



Looking South at Old Railroad Bridge Site



Looking South at Old Railroad Crossing Location



Looking North at Old Railroad Crossing Location



Railroad East Ditch at Old Railroad Crossing Location



Looking West from Fitness Center Parking Lot



Looking East at Fitness Center



Looking West at Fitness Center



IL-105 Looking South from Fitness Center



IL-105 Looking North from Fitness Center



Looking North at Old 47 Bridge



Looking South at Old 47 Bridge



Old 47 Bridge Looking West



Old 47 Bridge Elevation



Looking West at Lilly Road from Pit Park



Pit Park



Pit Park



Lily Road Alignment at Pit Park



Pit Park



Pit Park



Pit Park



Pit Park



Road Skirting Pit Park Lake



Road Skirting Pit Park Lake



Road Skirting Pit Park Lake



Road Skirting Pit Park Lake



Road Skirting Pit Park Lake



Road Skirting Pit Park Lake



Road Skirting Pit Park Lake



Looking North at Pit Park Lake Crossing



Looking South at Pit Park Lake Crossing



East Side Tracks at Pit Park Lake Crossing



CITY COUNCIL MEMORANDUM

ITEM: City Administrator's Report.	DEPARTMENT: City Administration
AGENDA SECTION: City Administrator's Report.	SUBMITTED BY: Bob Mahrt, City Administrator
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER SUPPORTING DOCUMENTS	DATE: November 14, 2016

GENERAL ACTIVITIES:

- Boards/Commissions/Committee Activities:

Attended Historic Preservation Commission meeting on November 7, 2016.

Attended Monticello Chamber of Commerce Annual Dinner on November 10, 2016.

- WWTP Improvement Project Status Update:

The pre-bid construction meeting of the WWTP Improvement Project was held on October 27, 2016. It appears that there are approximately 7 general contractor plan holders for the project with a bid opening on November 22, 2016. The City is in receipt of the Construction Permit from IEPA for the project. City Staff anticipates release of the Public Notice/Fact Sheet for public comment on the NPDES Permit in the very near future. Continue to work towards loan closing by end of year to lock in favorable interest rates.

- General Office Activities:

FY 2017 Budget and CIP; WWTP Improvement Project; A/G Tank Rehabilitation Project; Old 47 Bridge Study; Nick's Park playground vendor meeting; Route 47 Water Looping Project; Building Code update; and review of development proposals.