



MINUTES OF THE REGULAR COUNCIL MEETING HELD MAY 6, 2019

The meeting was called to order at 7:00 PM at Le Roy City Hall, 207 S. East Street by Mayor Dean with all members being present except Rick Kline.

Staff members present were Jason Williamson, Scott Bryant, Dean Buhrke, Treasurer Brad Frankovich, Samantha Walley and Anita Corso.

Mayor Dean began by swearing in Ron Legner and Dawn Hanafin for 4 year terms.

Motion was made by Kyle and seconded by Dawn to approve the Mayoral appointments of Matthew Steffen to serve a four year term as alderman in Ward Three and Kelly Lay to serve a four year term as alderman in Ward One. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Ron Legner-yes, Greg Steffen-yes. Motion carried 5 yeas, 0 nays.

Matthew Steffen and Kelly Lay were sworn in by Mayor Dean and took their places on the council.

Motion was made by Greg and seconded by Brad to approve Mayoral appointments of Vicki Moreland as City Clerk, Anita Corso as Deputy Clerk, Jason Williamson as Chief of Police, Jeff Whitesell as ESDA Director, and Ryan Billingsley to the Zoning Board of Appeals (four year term). Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-yes, Matt Steffen-yes, Greg Steffen-yes. Motion carried 7 yeas, 0 nays.

Included on the consent agenda were Special Projects committee minutes from April 22, 2019 and meeting minutes from April 15, 2019, invoices from May 6, 2019 with payroll expenses for the period April 26, 2019 totaling \$52,567.68. Motion was made by Dawn and seconded by Greg to approve consent agenda with correction to April 15, 2019 minutes that Ron abstained from the Chastain proposal. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-abstain, Matt Steffen-yes, Greg Steffen-yes. Motion carried 6 yeas, 0 nays, 1 abstain.

MINUTES OF THE REGULAR COUNCIL MEETING HELD MAY 6, 2019 (CONTINUED)

Motion was made by Greg and seconded by Dawn to approve the Mayoral appointment of Brad Frankovich as City Treasurer. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-yes, Matt Steffen-yes, Greg Steffen-yes. Motion carried 7 yeas, 0 nays.

Motion was made by Dawn and seconded by Kelly to approve the Mayoral appointment and organization of council committee assignments as attached. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-yes, Matt Steffen-yes, Greg Steffen-yes. Motion carried 7 yeas, 0 nays.

Motion was made by Greg and seconded by Kyle to approve the quote from Brotcke Well & Pump for Well Ten test drilling for the base bid of \$6,925 with the optional cost of: 2" PVC sampling well (\$3,310); sealing of the well at completion (\$200); and completion of well with lockable steel cover/concrete pad (\$945) for a total possible cost of \$11,380.00. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-abstain, Matt Steffen-yes, Greg Steffen-yes. Motion carried 6 yeas, 0 nays, 1 abstain.

Motion was made by Greg and seconded by Matt to approve the quote from Central Illinois Ag for a 2019 IH Farmall Tractor for the not-to-exceed price of \$52,350.00. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-yes, Matt Steffen-yes, Greg Steffen-yes. Motion carried 7 yeas, 0 nays.

ORD 19-05-01-90, An ordinance amending Title Six, Chapter Three, Section One of the City Code (2 Hour parking N Chestnut & E Center) was passed on a motion by Greg and seconded by Brad. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-yes, Matt Steffen-yes, Greg Steffen-yes. Motion carried 7 yeas, 0 nays.

Council entered discussion with the possibility of a motion in regard to initiate a feasibility study for the Water Treatment Plant per a quote received from Chastain & Associates, LLC. Motion to go ahead per quote attached was made by Greg and seconded by Dawn. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-abstain, Matt Steffen-yes, Greg Steffen-yes. Motion carried 6 yeas, 0 nays, 1 abstain.

Council entered discussion regarding accepting the donation of twelve (12) parcels and a portion of land surrounding Independence Court. Discussion included the current parking lot, retention area, maintenance/mowing, possible future development. Motion was made by Kyle and seconded by Greg to accept the donation. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-no, Matt Steffen-yes, Greg Steffen-yes. Motion carried 6 yeas, 1 nays.

MINUTES OF THE REGULAR COUNCIL MEETING HELD MAY 6, 2019 (CONTINUED)

Council entered discussion regarding the Sump Pump Inspection Program to keep storm water out of the sanitary sewer system. The Public Works Committee will meet 6:00 PM on Monday, May 20, 2019 to investigate further.

Council entered discussion regarding closing Oriole Drive from 2pm to 8pm Sunday June 9, 2019 for a going away block party and for use of city barricades to properly block off street. Motion to approve street closure and use of barricades was made by Ron and seconded by Brad. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-yes, Matt Steffen-yes, Greg Steffen-yes. Motion carried 7 yeas, 0 nays.

Council entered discussion regarding closure of Center Street from Walnut Street to Mill Street for 4th of July Parade and festivities. Motion to approve closure from 8:00 A.M. to 4:00 P.M. was made by Greg and seconded by Matt. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-yes, Matt Steffen-yes, Greg Steffen-yes. Motion carried 7 yeas, 0 nays.

Council entered discussion regarding the City of Le Roy joining Harvest Host as a member host. A decision was tabled pending more detailed information including reaching out to the Chamber of Commerce. Samantha will research and report next meeting.

In Old and New Business the Mayor expressed concern over the number of vehicles speeding through Le Roy and the safety of bicycles and children. He requested the police step up traffic enforcement.

Mayor Dean also mentioned the swings for Bowman Park should be arriving soon. Dean Buhrke commented they are hoping to be installed in time for the H.S. graduation.

Greg expressed thanks to Mike Hanafin for tilling the community garden.

Dawn asked about the current status of the Le Roy Manor. Mayor Dean said it's owned by HUD and little else is known at this point. Matt will check on the status of the bed licenses.

Motion to adjourn regular council meeting at 8:03 P.M was made by Kyle and seconded by Brad. Roll call: Dawn Hanafin-yes, Kyle Merkle-yes, Brad Poindexter-yes, Kelly Lay-yes, Ron Legner-yes, Matt Steffen-yes, Greg Steffen-yes. Motion carried 7 yeas, 0 nays.

Anita Corso
Deputy Clerk
City of Le Roy

MAYORAL APPOINTMENTS 2019-2020

City Administrator: Samantha Walley

Mayor Pro-Tempore: Dawn Hanafin

ESDA Director: Jeff Whitesell, Fire Chief

CHIEF OF POLICE: Jason Williamson

CITY CLERK: Vicki Moreland

DEPUTY CITY CLERK: Anita Corso

CITY TREASURER: Brad Frankovich

ZONING BOARD OF APPEALS: Ryan Billingsley

COUNCIL COMMITTEES:

FINANCE: Dawn Hanafin, Chair; Kelly Lay, Rick Kline, Ron Legner

PERSONNEL: Kyle Merkle, Chair; Matt Steffen, Dawn Hanafin, Brad Poindexter

BUILDING AND ZONING: Brad Poindexter, Chair; Dawn Hanafin, Matt Steffen, Kyle Merkle

COMMUNITY AND ECONOMIC DEVELOPMENT: Rick Kline, Chair; Kelly Lay, Kyle Merkle, Greg Steffen

PUBLIC WORKS: Ron Legner, Chair; Greg Steffen, Brad Poindexter, Matt Steffen

PUBLIC SAFETY: Greg Steffen, Chair; Ron Legner, Kelly Lay, Rick Kline

May 1, 2019

Ms. Samantha Walley
City Administrator
City of Le Roy, IL
207 S. East Street
Le Roy, IL 61752

**RE: City of Le Roy
Water Treatment Plant Process Feasibility Study**

Dear Ms. Walley:

Thank you for the opportunity to submit a proposal for engineering services regarding a feasibility study for modifications of the Le Roy water treatment plant.

The existing water treatment plant for the City has experienced maintenance and operational issues. The major issue is the existing micro-filtration equipment is not adequate for the current well water quality and the equipment has become expensive to maintain. Over the previous year the operator has made a number of repairs to keep the plant in working order.

Our preliminary review has yielded three potential options we believe should be further investigated as described below:

Option 1: Review the feasibility to install two new sand media pressure filters within the current water treatment plant at the location of proposed "Future MF Skid". The installation of two filters may allow for the removal of the existing filter equipment. A review shall be completed to determine how adequate two filters will be to maintain enough water supply during various demands on the system during staged construction. After the two are installed and existing micro-filters are removed, two more sand media pressure filters shall be added in place of the existing filters. The study will include a determination of constructability for this option, i.e. is it possible to transport the vessels for installation within the plant.

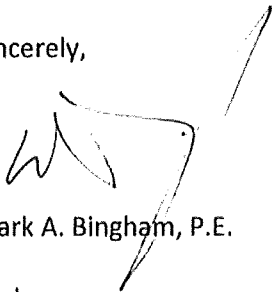
Option 2: Review the feasibility to install four new sand media pressure filters within the old water treatment plant (existing building east of the current water treatment plant). This will most likely require the removal of the existing roof, vessels craned in, and a new roof installed at an elevated height. Our structural department will review existing building drawings provided by the City to confirm if the existing building is structurally able to have the roof raised.

Option 3: Review the feasibility of installing another type of softening. This will include Tonka Pur-IX softening, for a reduction of brine usage and space requirement. The Pur-IX system could potentially be installed within the existing old treatment plant and the existing softeners converted to pressure sand filters. The Pur-IX system still utilizes brine, but at a much lower rate than the current system.

All options will include an analysis of existing well water data provided by the City to confirm the necessary treatment. We will produce a report describing the feasibility and merits of each option as well as budgetary cost estimates. We will provide a recommendation of the best option to pursue based on a cost vs. benefit analysis. The report will be able to supplement a financial project planning report for use with the IEPA Loan, USDA, or another funding source.

We appreciate the opportunity to work with Le Roy. We propose to provide all of the services listed above on a T&M basis with a Not-to-Exceed amount of \$17,960. Attached is a copy of our 2019 fee schedule. If the scope of work and terms of our services are acceptable please sign & return the attached Engineering Services Agreement. If you have questions about the project or would like to modify our scope of services please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark A. Bingham', with a long, sweeping flourish extending upwards and to the right.

Mark A. Bingham, P.E.

encl.



2019 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>	
	<u>RANGE</u>	
	<u>From</u>	<u>To</u>
Engineers		
Project Principal	\$180.00	- \$219.00
Senior Project Manager	\$204.00	- \$216.00
Project Manager II	\$147.00	- \$167.40
Project Manager I	\$126.00	- \$146.10
Project Engineer II	\$114.90	- \$135.90
Project Engineer I	\$107.10	- \$128.70
Engineer	\$75.00	- \$90.00
Surveyors		
Chief of Survey	\$114.60	- \$114.60
Surveyor II	\$93.90	- \$105.90
Surveyor I	\$86.40	- \$91.50
Technical		
Tech. IV	\$121.50	- \$141.30
Technician III	\$123.00	- \$123.00
Technician II	\$66.00	- \$106.20
Technician I	\$48.00	- \$81.90
Office Services and Records		
Administrative	\$51.60	- \$93.00

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost.

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.0 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

These Terms and Conditions are a part of the Agreement between the Client and Chastain & Associates LLC, (Consultant). Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

AMENDMENTS

This Agreement may be amended only in writing by both the Client and Consultant.

FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this Agreement or 2) Estimated Amount (figured on time and materials basis) is Invoicing for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates (available upon request) in effect plus reimbursable expenses.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work, including but not limited to the following:

Expenses such as Interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost plus 10% for administration and office handling. Separate charge for Global Positioning System (GPS) survey equipment will be \$42.50 per hour. The use of robotics survey equipment will be invoiced at \$30.00 per hour. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$45.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour. Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 54.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

TIME OF PAYMENT

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within 30 days of invoice issuance, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

AUTHORITY AND RESPONSIBILITY

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold Consultant harmless for claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions.

DULY AUTHORIZED SIGNATORIES

Each party represents and warrants that its signatory whose signature appears on this Agreement has been, and is on the date of this Agreement, duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

TERMINATION

This Agreement may be terminated by either party within 15 days after receiving written notice. Any termination shall only be for good cause such as for legal disputes, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

DELIVERABLES AND ELECTRONIC FILES

Plans, specifications, and electronic files are instruments of service and remain the property of the Consultant. Sealed hardcopy plans provided by the Consultant are actual deliverables and have precedence over any electronic files supplied to the Client as a convenience. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work.

ESTIMATES OF COST

Estimates of probable project cost that may be provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent their best judgment as a professional familiar with the industry, but Consultant cannot and does not guarantee that proposals, bids or the cost will not vary from estimate of probable cost prepared by them. If the Client wishes greater assurance as to the Cost, they shall employ an independent cost estimator.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DISPUTE RESOLUTION

This Agreement shall be governed according to the laws of the State of Illinois. Venue for any legal or equitable action between the Client and the Consultant, which relates to this Agreement, shall be in the courts located in Macon County, Illinois.