

**SPECIAL COUNCIL MEETING
JUNE 3, 2019 at 5:00 pm
WASTEWATER TREATMENT PLANT
MUNICIPAL DRIVE
FARMER CITY, IL 61842**

**REGULAR CITY COUNCIL MEETING
FARMER CITY, ILLINOIS
MONDAY, JUNE 03, 2019
6:00 P.M.
AGENDA**

PRELIMINARY MATTERS

1. Call to order
2. Roll call
3. Pledge of allegiance to the flag
4. Proclamations/presentations/recognitions
5. Public Comment –

PRESENTATION - Librarian Amy Johnson

SECTION I CONSENT AGENDA

The following items will be adopted on a single motion without discussion unless a council member requests separate consideration.

- A. Approval of the minutes of the May 20, 2019 council minutes
- B. Fund Warrant List

SECTION II: UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

SECTION III: NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. **ORDINANCE 2019-1034** An Ordinance Authorizing the City Council to Amend an Agreement with Area Disposal for Residential Refuse and Recycling Services.
- B. Approval to waive the bidding process and hire Aqua-Aerobic Systems for \$171,920 for tertiary filter work

SECTION IV: EXECUTIVE SESSION Personnel to discuss appointment, employment, compensation, discipline and/or performance of specific employee (s) pursuant to Section 2 (c) of the Open Meetings Act 5ILCS 120/2 (c) (1)

- A. **Resolution 2019-33** Resolution Authorizing Execution of an Employment Agreement with City Manager.

SECTION V: OTHER ITEMS

1. City manager report
2. Non-agenda items and other business

ADJOURNMENT

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

**MINUTES OF THE FARMER CITY, ILLINOIS
CITY COUNCIL
REGULAR MEETING OF
MAY 20, 2019 6 p.m.**

Roll call Present: Councilmembers Willard McKinley, Scott Kelley, Benjamin Burden, Shelley Friedrich and Mayor Scott Testory. Also, in attendance: City Manager Sue McLaughlin, City Attorney Joe Chamley, City Clerk Angie Wanserski

Pledge of allegiance to the flag

Proclamations/presentations

Public Comment Librarian Amy Johnson discussed summer reading programs for both children and adults.

Public Hearing Approve annual appropriation for FY 2019/20
Public Hearing was opened by Mayor at 6:02 p.m.
Public Hearing closed at 6:03 p.m.,
Motion by McKinley to close public hearing at 6:03 p.m., Seconded by Kelley. Voted unanimously. Motion carried

SECTION I: CONSENT AGENDA
A. Approval of the minutes of the May 06, 2019 council meeting
B. Fund Warrant List
C. **Ordinance 2019-1033 Ordinance Declaring Surplus Specified Personal Property Owned by the City of Farmer City**
D. **Resolution 2019-31 Resolution Confirming Appointment of Members of the Farmer City Public Library Board**
E. Approval of Payout #2A to Cross Construction for \$17,700 for the Water/Washington St project.
MOTION by McKinley to approve consent agenda. Seconded by Kelley. Approved unanimously. Motion carried.

SECTION II: UNFINISHED BUSINESS Ordinances or resolutions previously tabled
1. **Resolution 2019-29 Resolution of Adoption of the DeWitt County Multi-Jurisdictional All Hazards Mitigation Plan**
City Manager McLaughlin reiterated to the council that the city can apply for the grants listed and some are already being pursued. The city may not meet the timeline to complete this year (2019) but can do next year.
MOTION by McKinley to approve Resolution 2019-29 a Resolution of Adoption of the DeWitt County Multi-Jurisdictional All Hazards Mitigation Plan. Seconded by Friedrich. Approved unanimously. Motion carried.

SECTION III: NEW BUSINESS – Ordinances and resolutions for initial consideration

1. **Ordinance 2019-1032 Ordinance Making Annual Appropriations for the City of Farmer City for Fiscal Year 2019-2020**

CM McLaughlin explains that the appropriations set limits on the spending legally.

MOTION by McKinley to approve Ordinance 2019-1032 An Ordinance Making Annual Appropriations for the City of Farmer City for Fiscal Year 2019-2020. Seconded by Kelley. Approved unanimously. Motion carried.

2. **Approval of Payout #2 to G.A. Rich & Sons Inc. for the Farmer City Disinfection Project in the amount of \$69,376.45.**

This project is for IEPA mandated work. The equipment will add chlorination to wastewater output.

MOTION by McKinley to approve payout #2 to G.A. Rich & Sons Inc. for the Farmer City Disinfection Project in the amount of \$69,376.45. Seconded by Burden. Approved unanimously. Motion carried.

3. **Resolution 2019-32 Resolution Entering into an Intergovernmental Agreement Between Blue Ridge School District and the City of Farmer City.**

CM McLaughlin explains that this resolution will allow our current School Resource Officer (SRO) to go from part-time to full-time employment. The school has agreed to cover 60% of the costs and the remaining amount of \$15,000 was already included in the current FY 20 budget. In addition to working at the school, the SRO will also take care of "fill-in time" and overtime for the city.

MOTION by McKinley to approve Resolution-32 Resolution Entering into an Intergovernmental Agreement Between Blue Ridge School District and the City of Farmer City. Voting yes: Friedrich, McKinley, Testory, and Burden. Voting no: Kelley. Motion carried.

4. **Award of bid to Cross Construction for \$884,679.95 for the Maple/Western St reconstruction project.**

MOTION by McKinley to award bid to Cross Construction for \$884,679.95 for the Maple Western St reconstruction project. Seconded by Kelley. Approved unanimously. Motion carried.

5. **Award of bid to Cross Construction for \$926,872.60 for the John St reconstruction project.**

MOTION by McKinley to award bid to Cross Construction for \$926,872.60 for the John St reconstruction project. Seconded by Kelley. Approved unanimously. Motion carried.

SECTION IV:

EXECUTIVE SESSION – Personnel to discuss appointment, employment, compensation, discipline and/or performance of specific employee (s) pursuant to Section 2 (c) of the Open Meetings Act 5ILCS 120/2 (c) (1)

MOTION by McKinley to close open session and go into executive session. Seconded by Kelley. Voted unanimously. Motion carried

MOTION by McKinley to close executive session and return to open session. Seconded by Friedrich. Voted unanimously. Motion carried.

SECTION IV:

OTHER ITEMS

1. City manager report

City manager Sue McLaughlin thanked the Blue Ridge building trades and Maxwell Counters for their collaboration on building the new council dais. She relayed for Chief Neal that Officer Ballard is to receive a commendation for stopping two stolen vehicles on I74. Construction crews are starting staging by the water tower for the I74 project. The Water/Washington project is almost complete. The drainage project on Brookview Dr is to begin soon. The John St project will start as soon as school ends after June 4th. And Maple Street should start around the same time. Dollar General is progressing. They have a zoning meeting with the county in June. The pool will open late this year. Current days and times will be posted on Facebook.

2. Non-agenda items and other business.

ADJOURNMENT

MOTION by McKinley to adjourn meeting. Seconded by Friedrich. Voted unanimously. Motion carried.

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
100		
PRESTO X PEST CONTROL	41.00	ADM - PEST CONTROL
AT & T	41.82	ADM - TELEPHONE
FRONTIER	40.76	ADM CALL FORWARD REMOTE
CARDMEMBER SERVICES	92.16	DUES
CARDMEMBER SERVICES	488.89	TRAVEL
City of Farmer City	240.06	ADM
Mediacom	139.15	INTERENET
WATTS COPY SYSTEMS INC	201.88	ADM COPIER
Midland Paper Company	187.60	ADM - SUPPLIES
CARDMEMBER SERVICES	124.04	SUPPLIES
CARDMEMBER SERVICES	33.65	SUPPLIES
FUTURA	302.18	ADM - OFFICE SUPPLIES
FUTURA	72.86	ADM - OFFICE SUPPLIES
CARDMEMBER SERVICES	7.60	COMM RELATIONS
CARDMEMBER SERVICES	223.01	OTHER PROF
CARDMEMBER SERVICES	2.19	SUPPLIES
NATIONAL ASSOCIATION OF SC	500.00	CONF REG LAURA DAVIS
City of Farmer City	44.66	POLICE
TECHNOLOGY MANAGEMENT	132.81	POLICE - LEADS
Advanced Digital Solutions	47.62	POLICE COPIER SERVICE CONTRACT
Midland Paper Company	187.60	POLICE SUPPLIES
HAYS CONSTRUCTION AND RE	3,150.00	OFFICE
AXON ACADEMY	426.00	CARTRIDGES
CARDMEMBER SERVICES	33.88	SUPPLIES
Kings Ace Hardware	98.93	POLICE SUPPLIES
Evergreen FS Inc	1,282.22	POLICE FUEL
City of Farmer City	183.14	STREET
Midland Paper Company	187.60	STREET TP
Kings Ace Hardware	45.15	STREET SUPPLIES
McMaster-Carr	74.86	STREET SUPPLIES
Evergreen FS Inc	452.55	STREET FUEL
City of Farmer City	382.65	PARK
City of Farmer City	83.23	POOL
McMaster-Carr	18.18	POOL SUPPLIES
McMaster-Carr	55.80	POOL SUPPLIES
Spear Corporation	66.96	POOL - MAINT SUPPLIES
Total 100:	9,692.69	
170		
CARDMEMBER SERVICES	7.35	USPS
Total 170:	7.35	
270		
MAURER-STUTZ	21,752.50	WATER ST CONSTRUCTION ENGINEERING
Total 270:	21,752.50	
510		
CLASPILL AUTOMOTIVE	153.53	REPAIR WATER TRK BRAKES
HACH	49.49	PHOSPHATE TEST SUPPLIES
FRONTIER	131.14	WATER PHONE
City of Farmer City	1,581.27	WATER
Midland Paper Company	187.60	WATER SUPPLIES
IMCO UTILITY SUPPLY CO	418.71	WATER SUPPLIES
CARDMEMBER SERVICES	46.75	SUPPLIES

Vendor Name	Net Invoice Amount	
Kings Ace Hardware	58.99	WATER SUPPLIES
Evergreen FS Inc	351.98	WATER FUEL
Total 510:	2,979.46	
520		
PDC Laboratories Inc.	232.64	SEW-TESTING
PDC Laboratories Inc.	229.30	SEW-TESTING
City of Farmer City	8,235.61	SEWER
Midland Paper Company	187.60	SEWER PAPER SUPPL
Evergreen FS Inc	226.27	SEWER FUEL
G.A. RICH & SONS	69,376.45	FC WWTP DISINFECTION
Total 520:	78,487.87	
530		
BHMG ENGINEERS	1,303.09	EPA & DOE REPORTING
CARDMEMBER SERVICES	44.95	ELEC INTERNET
CARDMEMBER SERVICES	24.90	USPS
AT & T	20.32	ELE - TELEPHONE
Midland Paper Company	187.60	ELE - SUPPLIES
Kings Ace Hardware	5.98	ELE - SUPPLIES
CARDMEMBER SERVICES	67.99	SUPPLIES
Evergreen FS Inc	201.14	ELEC FUEL
BHMG ENGINEERS	1,550.00	DESIGN & DEVELOP I-74
BHMG ENGINEERS	2,499.89	PROJ 1923 I 74 EXTENSION
Total 530:	5,905.86	
Grand Totals:	118,825.73	



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: June 3, 2019

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Garbage Ordinance amendment - Bonds

Area Disposal brought to my attention the disparity between our coverage amount required and what other municipalities require. I have attached a spreadsheet which lists other entities, the bond amount required and the cost of the premium.

The Performance Bond is in place to protect the City in case Area fails to do their duty under the contract. In the decades that Area has been in business, they have never failed to do their duty and no customers have ever had to pull the Performance Bond. However, we need it in place to cover the cost to provide garbage service if Area fails.

As you can see on the attached spreadsheet, even Danville and Springfield Illinois only require \$50,000 at most. The template for our garbage contract was provided by a Chicago suburb, which had much higher cost requirements. Therefore, since we are a much smaller municipality, I recommend reducing the requirement Performance Bond amount from \$250,000 to \$25,000.

ORDINANCE 1034

AN ORDINANCE AUTHORIZING THE CITY COUNCIL TO AMEND AN AGREEMENT WITH AREA DISPOSAL FOR RESIDENTIAL REFUSE AND RECYCLING SERVICES

WHEREAS; the City of Farmer City is a municipality in accordance with the constitution of the State of Illinois of 1970; and

WHEREAS; the City of Farmer City has the authority to enact ordinances granting authorization to enter into contracts; and

WHEREAS; the City of Farmer City desires to amend the agreement between Area Disposal and the City to address a reduction in the required Performance Bond;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Farmer City, DeWitt County, Illinois that:

The City Council of the City of Farmer City hereby authorizes the City Manager to execute an amendment to the contract with Area Disposal to provide residential refuse, recycling, yard waste and bulk waste pick up services, per the attached.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,
DEWITT COUNTY, ILLINOIS THIS ____ DAY OF _____.

AYES: ____ NAYES: ____ ABSTAIN: ____ ABSENT: ____

Scott Testory, Mayor

Angie Wanserski, City Clerk

facilities, and summaries of any problems encountered with program implementation.

- (4) Yard Waste: A report on the status of the yard waste collection program, including the volume of yard waste collection (separated into amounts of leaves and grass) and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.

12.2 Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service for Farmer City residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) from 8:30 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. Contractor shall notify the City of any complaints received and corrective actions taken on a monthly basis.

12.3 Contractor shall provide a point of contact to the City to handle any issues relative to the franchise contract as well as any complaints received by the City regarding the refuse, recycling and yard waste collection services provided by Contractor. Contractor shall also provide contact information for after-hours emergencies.

ARTICLE 13: PERFORMANCE BOND

Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of this Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the City by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the City against any loss resulting from any breach or failure of performance by Contractor.

ARTICLE 14: CHANGE IN SERVICE

If the City should wish to change the type or scope of service provided during the term of this Agreement, the City shall have the option to initiate the change in service by notifying Contractor in writing at least thirty (30) days prior to when a proposed change in service would begin. The City and Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the City and Contractor are unable to agree to alternate terms, this Agreement shall remain in force or be terminated, in accordance with the provisions of this Agreement.

SECOND AMENDMENT
TO WASTE COLLECTION AGREEMENT

THIS SECOND AMENDMENT TO WASTE COLLECTION AGREEMENT, (this "Second Amendment") is made as of the 3rd day of June, 2019, but actually executed by each of the parties on the dates set forth below, by and between the City of Farmer City, Illinois, an Illinois municipal corporation (the "City"), and Area Disposal Service, Inc., an Illinois corporation (the "Contractor"), with respect to that certain Waste Collection Agreement dated as of December 1, 2017 (the "Agreement"), by and between the City and the Contractor. Except as otherwise specifically defined elsewhere herein, all capitalized words, terms and phrases as used in this Second Amendment shall have the same meanings as respectively ascribed to them in the Agreement.

RECITALS:

The City and Contractor each acknowledge that a the requirement for the monetary amount of the Performance Bond was inordinately high for the City's needs and that the parties now wish to amend the Agreement by this Second Amendment in order to revise the undertakings and agreements of the parties to account for such inordinate requirement.

NOW, THEREFORE, in consideration of the undertakings and agreements by the City and the Contractor as parties to the Agreement, including those as contained in this Second Amendment to the Agreement, the City and the Contractor do mutually covenant and agree to supplement and amend the Agreement to provide as follows:

Article 13: PERFORMANCE BOND

Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of this Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Twenty-five Thousand (\$25,000) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the City by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the City against any loss resulting from any breach or failure of performance by Contractor.

Ratification of Agreement. Except as expressly supplemented and amended as provided of this Second Amendment above, all other provisions of the Agreement are hereby ratified, confirmed and approved by both the City and the Contractor.

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this Second Amendment to be executed by proper officers duly authorized to execute the same as of the dates set forth below.

CITY OF FARMER CITY, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By: _____
Mayor

By: _____
Vice President – Sales, Strategic
Operations and Special Projects

Attest:

Clerk

Attest:

Municipal Marketing Manager



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: June 3, 2019

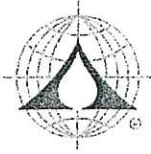
To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Tertiary filter

As we discussed during budget review, the tertiary filters at the wastewater treatment plant have not been operational for a few years. The equipment has rusted and is in dire shape. We would be found not in compliance with IEPA standards if they inspected us. We have budgeted \$200,000 of the bond money to bring one of the filters back on-line since the sewer fund is insolvent. These filters and accompanying appurtenances were put in by Aqua-Aerobic Systems Inc.

It is a proprietary designed product, which makes Aqua-Aerobic Systems a sole source provider. They provided an updated proposal for this work at a cost of \$171,920 (see attached) and I recommend approval.



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

May 21, 2019

Correspondence ID#: AAL-39418
Farmer City STP
Attn: Calvin Florey
Route 54 West
Farmer City, Illinois 61842
USA
Ph# 217/778-2555
Email: CFlorey@cityoffarmercity.org

Project: FARMER CITY WWTP, IL
RE: Sole Source Letter
AASI Proposal # 156512

Dear Calvin,

This letter is to confirm the AquaABF® Automatic Backwash Filter is a proprietary designed sole source product, manufactured, sold and distributed exclusively by the original equipment manufacturer, Aqua-Aerobic Systems, Inc. Aqua-Aerobic maintains all copyright privileges, and purchase of an AquaABF is available only from the manufacturer, Aqua-Aerobic Systems, Inc.

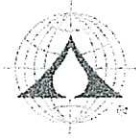
If you desire additional information or have any questions regarding this matter, please do not hesitate to contact Tim Lamont at 815/654-2501 extension 4515, his direct line 815/639-4515, or by email to tlamont@aquaaerobic.com.

Sincerely,

Leann Torrisi
Administrative Assistant - AMS

CC: File

Aqua-Aerobic Systems, Inc.



AQUA-AEROBIC SYSTEMS, INC.
A Melawater Company

Proposal#: 156529

TO: Farmer City STP
Route 54 West
Farmer City
Illinois 61842
USA

PROJECT: FARMER CITY WWTP, IL

ATN: Calvin Florey
CC: file

PROPOSAL DATE: May 16, 2019

The following Notes apply to Aqua-Aerobic Systems' proposal:

- We are pleased to quote, for acceptance within 90 days of this date, prices and terms on goods listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods, with civil work, if required, by the Buyer.
- Equipment listed below is for rebuild of one (1) 9' x 18' AquaABF units as recommended by Aqua field service personnel.

NOTE: If additional equipment modifications beyond the the proposal are required to the the filters, they will represent an additional cost.

AQUA CONTRACTOR RESPONSIBILITIES:

- The Aqua contractor will remove all porous plates, retaining angles, sealant, spacer rods, and hardware. After removal, the cell divider and ledges will be thoroughly cleaned, and new alumina oxide porous plates, sealant, retaining angles, spacer rods, and hardware will be installed to the cell divider. Proper cure time will be allowed.
- The existing wearstrips, backwash shoe assemblies, tensioning brackets, elbows, and hardware will be removed and replaced. The backwash shoe assembly will be set to factory specifications.
- The baseframe for the backwash arm will be removed and replaced.
- The complete drive and idler systems (including shafts, wheels, bearings, chains, sprockets, gearboxes, and motors) will be removed and replaced.
- The limit switches and lever arms will be removed and replaced.
- The electrode rods will be removed and replaced
- The backwash, washwater, and skimmer pumps will be removed and replaced.
- The festoon electrical cable, trolley carriers, and connectors will be removed and replaced.
- The cable mast will be removed and replaced.
- The end travel pegs and unistrut shall be removed and replaced.
- The 304SS rail caps shall be removed and replaced.
- A light test will be performed to assure the plates are installed properly for the plant. The bridges alignment tracking will be checked along with power settings, pump rotation and valve control, backwash shoe alignment, and hood clearance.
- After checkout, and proper cure time of the porous plates, the new media will be blown into the filter and installed via pneumatic delivery.

- The components that will be reused:
 - * Concrete structures with header walls and influent and effluent ports.
 - * Bridge weldments with railing
 - * Rails systems (other than the rail caps)
 - * Washwater troughs
 - * Washwater hoods and washwater piping
 - * Backwash arm weldments and piping
 - * Skimmer hose and skimmer frames.
 - * Electrical festoon posts and mooring cables



- * Cable mast weldments posts (other than the cable pulley)
- * Control panels

Farmer City WWTP will be responsible for:

- 1) Removal of the filter media.
- 2) If required, sandblasting and painting of the filter walls and the bridge weldment.
- 2) Dumpster for disposal of material.
- 3) Assurance that water and influent is kept out of the filter during installation of the plates (tarp covering).
- 4) Electrical service 110V, 20Amp
- 5) Junction box and power supply to the control panel
- 6) Storage area for some of the materials that need to remain out of rain or sunlight.
- 7) Allow access to the plant from 7AM to 7PM.

Price does not include delays beyond Aqua installer control. Price is for non-union labor.

Underdrain Installation Component(s) consisting of:

- Ceramically bonded alumina porous plate(s).
- Tube(s) of sealant.
- Retaining angle(s).
- Stainless steel spacer stud(s).
- Wear starter strip(s).
- Insert anchor(s).
- Pneumatic caulking gun.
- High grade silica sand approximately 11 inches deep, complying with sections 1, 2.2 and 5 of the standard specifications for the filtering material (AWWA Designation B100-09). The 10% size or effective size shall be between .55 and .65 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.50.
- Four (4) Cell Divider Repair Caps, 9" - 304SS

Backwash Shoe Assembly(ies) consisting of:

- Polypropylene backwash shoe(s).
- Stainless steel backwash shoe center plate(s).
- PVC backing plate(s).
- PVC piping and fitting(s).

Backwash Shoe Tensioning Assembly Component(s) consisting of:

- Backwash shoe tensioning bracket(s).
- Backwash shoe compression spring(s).
- Tensioning rod(s).

ABF Bridge Drive Assembly(ies) consisting of:

- Turned, ground and polished drive shaft(s) wrapped in PVC tape.
- Filter bridge wheel(s) with key way.
- Shaft stop collar(s).
- Drive gear reducer(s).
- Drive motor(s).
- Self aligning flanged bearing(s).
- Grease fitting(s).
- Gearbox mounting bracket(s).

ABF Bridge Idler Assembly(ies) consisting of:

- Turned, ground and polished idler shaft(s) wrapped in PVC tape.
- Filter bridge wheel(s) without key way.
- Shaft stop collar(s).
- Self aligning flanged bearing(s).
- Grease fitting(s).



Set(s) Of Bridge Accessories consisting of:

- Submersible pump(s) with 3 HP, 3 ph motors.
- Level sensing electrode rod(s).
- Backwash Support Weldment, 304SS
- Limit switch(es).
- Limit switch arms.

Skimmer Installation Component(s) consisting of:

- Submersible pump(s) with 1/2 HP, 3 ph motor.
- Pump mounting plate(s).
- Flexible hose(s).
- Stainless steel hose clamps.

Electrical Cable Festooning System(s) consisting of:

- Cable Trolley(s)
- Flat electrical signal cable(s).
- Cable Connectors and End Clamps

Festooning Cable Tow Mast(s) consisting of:

- Painted pillow block bearing(s).
- Painted flanged idler pulley(s).

Travel Trip Peg Installation Component(s) consisting of:

- Fiberglass unistrut channel(s).
- Unistrut nut(s).
- Travel peg(s).

Bridge Rail Installation Component(s) consisting of:

- Rail Cap(s)

Lot of miscellaneous control panel component consisting of:

- Miscellenaneous relays, timer, lights, and fuses.

Supervision/Freight

Supervision/Freight Domestic

1 Supervision Services and Freight Package(s) will be provided as follows:

- CONTRACTOR INSTALLATION AND FREIGHT TO JOBSITE

The Following Notes apply to Aqua-Aerobic Systems' Proposal:

- We expect record set drawings and equipment to be completed and in transit to you approximately 14-16 weeks after receipt of order with acceptable terms and conditions and guarantee of payment. Any changes to the record set drawings may result in price adder(s). *Schedules may be adjusted at time of order placement, depending upon existing order backlog. Weeks quoted are actual working weeks.
- Materials and Services not specifically described/itemized in this proposal are not included in the quoted total price, and are to be supplied by the installing contractor/purchaser.

- F.O.B. ORIGIN; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid resale/exemption certificate.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment of 75% of purchase price Net 30 days from date of each shipment and 25% upon completion of installation; no retainage allowed.

PROPOSAL DATE: May 16, 2019

Proposal#: 156529



**AQUA-AEROBIC
SYSTEMS, INC.**
A Division of

GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.

Total Price: \$171,920



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

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QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

Company: _____

Tim Lamont

By: _____ Date: _____

Tim Lamont, Senior Customer Service Representative
Aqua-Aerobic Systems, Inc.

RESOLUTION NO 2019-33

RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT WITH CITY MANAGER

WHEREAS, the city of Farmer City, Illinois has adopted the managerial form of government;

WHEREAS, the employment of a municipal manager is a matter pertaining to the local government and affairs of the city of Farmer City;

WHEREAS, the city of Farmer City has authority pursuant to the Illinois Municipal Code (65 ILCS 5/5-3-7 et. seq.) to appoint a municipal manager and enter into an employment agreement for a municipal manager;

WHEREAS, the Mayor has appointed Susan K. McLaughlin to serve as Municipal Manager and entered into an Employment Agreement with her; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Farmer City to enter into said Employment Agreement with Susan K. McLaughlin;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS:

FIRST: that the mayor be authorized to execute for and on behalf of the City of Farmer City an Employment Agreement.
A copy of said Employment Agreement, marked Exhibit A, is attached hereto and incorporated herein by reference.

SECOND: that the city clerk be and she is hereby authorized and directed to attest to the signature of the mayor on said agreement and retain in the city clerk's office a fully executed original of said agreement for public inspection.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS _____ DAY OF _____, 2019.

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

ATTEST:

Scott Testory, Mayor

Angie Wanserski, City Clerk