



## City Council Meeting Agenda

1. Call To Order, Pledge To The Flag, Roll Call

2. Public Participation

**Please note this meeting will be held in person, at the Livingston Center, 224 E Livingston, and will also have remote participation available. If attending in person, a face covering is required.**

**In-Person 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 Council from the seat and table provided. The public comments must comply with Ordinance 2014-02 and be limited to 5 minutes or less

**Remote Participation:** This is an opportunity for the public to provide public comment to the Presiding Officer. The public comments must comply with Ordinance 2014-02 and be limited to 5 minutes or less. At this time, members of the public are able to attend public meetings by web conference, and to submit public comment by email, voicemail, or through web conference:

Email: [jep@cityofmonticello.net](mailto:jep@cityofmonticello.net)  
Voicemail: 1-217-762-2583 Ext 22  
February 8, 2021 City Council Meeting  
Mon, Feb 8, 2021 7:00 PM - 9:00 PM (CST)

**Please join my meeting from your computer, tablet or smartphone.**  
[HTTPS://GLOBAL.GOTOMEETING.COM/JOIN/185839261](https://global.gotomeeting.com/join/185839261)

**You can also dial in using your phone.**  
United States: +1 (312) 757-3121

**Access Code:** 185-839-261  
<!--[if !supportLineBreakNewLine]-->  
<!--[endif]-->

3. Consent Agenda - Approval Of Documents And Action Items As Listed:

**3.1. Claims Report (Claims Dated January 26, 2021 Through February 8, 2021)**

Documents:

[CLAIMS 1.26.2021 THROUGH 02.08.2021.PDF](#)

**3.2. Meeting Minutes - City Council Meeting Minutes, January 25, 2021**

Documents:

[CITY COUNCIL MINUTES 01.25.2021.PDF](#)

**3.3. Permit Report - January 2021**

Documents:

[PERMIT REPORT JANUARY 2021.PDF](#)

**3.4. Police Report - January 2021**

Documents:

[POLICE REPORT JANUARY 2021.PDF](#)

**3.5. Fire Report - January 2021**

Documents:

[FIRE MONTHLY REPORT JANUARY 2021.PDF](#)

**4. Mayor's Report**

**5. Old Business**

**6. New Business**

**6.1. Ordinance 2021-08: Authorizing The City Of Monticello To Borrow Funds And To Execute And Issue A Promissory Note Of The City And Associated Documents**

Documents:

[ORDINANCE 2021-08 MEMORANDUM.PDF](#)  
[EXHIBIT A TO ORDINANCE 2021-08.PDF](#)  
[ORDINANCE 2021-08 APPROVING PROMISSORY NOTE.PDF](#)

**6.2. Ordinance 2021-09: An Ordinance Declaring Surplus Property And Authorizing The Borrowing Of Funds**

Documents:

[ORDINANCE 2021-09 MEMO SURPLUS PROPERTY AND EQUIP FINANCING.PDF](#)  
[ORDINANCE 2021-09 SURPLUS PROPERTY AND EQUIP FINANCING.PDF](#)

**7. Aldermen's/Alderwomen's Report**

**8. Police Chief's Report**

**9. Fire Chief's Report**

**10. City Administrator's Report**

**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
<b>GENERAL FUND</b>				
<b>ADMINISTRATION</b>				
WEX BANK	FUEL	107.26	.00	01-51161-00
AREA-WIDE TECHNOLOGIES	MISC SUPPLIES	19.85	.00	01-51164-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	7.49	.00	01-51164-00
CINTAS	ADMIN MATS	68.52	.00	01-51171-01
INTEGRATED PEST MANAGEMENT	PEST CONTROL/MUN.BLDG	40.00	.00	01-51171-01
DOBSON AUTOMOTIVE INC	VEHC MAINT	479.97	.00	01-51171-02
MONTICELLO TRUE VALUE	MISC SUPPLIES	47.98	.00	01-51171-02
RICK RIDINGS FORD MERCURY	VEHC REPAIRS	716.44	.00	01-51171-02
RICK RIDINGS FORD MERCURY	PARTS	8.22	.00	01-51171-02
AREA-WIDE TECHNOLOGIES	RESET PASSWORD M KOON	137.50	.00	01-51171-03
AREA-WIDE TECHNOLOGIES	SERVER MAINT AGREEMENT	481.00	.00	01-51171-04
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	638.11	.00	01-51171-04
INTEGRATED PEST MANAGEMENT	PEST CONTROL LC	65.00	.00	01-51171-07
NEWS GAZETTE	LEGAL NOTICE	230.64	.00	01-51172-01
FAITH IN ACTION	BILLY BAKER MEMORIAL	100.00	.00	01-51172-04
VERIZON WIRELESS	GIS	39.52	.00	01-51172-04
AMEREN IP	GAS & ELECTRICITY	369.58	.00	01-51175-00
CONSTELLATION NEWENERGY INC.	GAS SERVICE	203.07	.00	01-51175-00
STODDARD ACRES ASSOCIATION	POWER MONTICELLO SIGN	266.84	.00	01-51175-00
AMEREN IP	GAS & ELECTRICITY	139.25	.00	01-51175-01
CONSTELLATION NEWENERGY INC.	GAS SERVICE	224.59	.00	01-51175-01
Total ADMINISTRATION:		4,390.83	.00	
<b>POLICE</b>				
WEX BANK	FUEL	920.39	.00	01-51361-00
DUBSON HEATING A/C REFRIG	HEATER MAINTENANCE	420.64	.00	01-51371-01
INTEGRATED PEST MANAGEMENT	PEST CONTROL POLICE	40.00	.00	01-51371-01
DOBSON AUTOMOTIVE INC	VEHC MAINT	34.09	.00	01-51371-02
AREA-WIDE TECHNOLOGIES	COMPUTER SUPPORT	220.00	.00	01-51371-03
AREA-WIDE TECHNOLOGIES	COMPUTER SUPPORT	32.00	.00	01-51371-03
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	350.00	.00	01-51371-04
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	228.25	.00	01-51371-04
TECHNOLOGY MGMT REVOLVING FUND	IWIN	398.43	.00	01-51372-01
INTERNATIONAL ASSOC OF CHIEFS OF POLICE	RENEWAL DUES	190.00	.00	01-51372-06
VERIZON WIRELESS	OFFICER CELL PHONES	915.12	.00	01-51374-00
AMEREN IP	GAS & ELECTRICITY	426.85	.00	01-51375-00
CONSTELLATION NEWENERGY INC.	GAS SERVICE	371.00	.00	01-51375-00
CARTER, JOHN	PER DIEM REIMB	190.00	.00	01-51377-00
CARTER, JOHN	PER DIEM REIMB	84.00	.00	01-51377-00
POLICE LAW INSTITUTE	TRAINING	1,045.00	.00	01-51377-00
Total POLICE:		5,865.77	.00	
<b>FIRE</b>				
MONTICELLO TRUE VALUE	MISC SUPPLIES	109.72	.00	01-51443-00
WEX BANK	FUEL	139.06	.00	01-51461-00
MACQUEEN EQUIPMENT LLC	PARTS	240.82	.00	01-51471-02
EMERGENCY REPORTING	FIRE REPORTING SOFTWARE	2,980.83	.00	01-51471-03
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	50.00	.00	01-51471-04
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	55.50	.00	01-51471-04
EDELMAN INC	AIR COMPRESSOR CIRCUIT	3,542.00	.00	01-51480-05

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
Total FIRE:		7,117.93	.00	
<b>PUBLIC WORKS</b>				
CINTAS	PW UNIFORMS	129.76	.00	01-51534-00
ILLINI FIRE EQUIPMENT CO	MISC SUPPLIES	514.25	.00	01-51543-00
R P LUMBER CO INC	MISC SUPPLIES	44.33	.00	01-51543-00
WEX BANK	FUEL	1,122.30	.00	01-51561-00
CONTINENTAL RESEARCH CORP	MISC SUPPLIES	714.71	.00	01-51562-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	25.98	.00	01-51564-00
R P LUMBER CO INC	MISC SUPPLIES	428.62	.00	01-51564-00
CINTAS	PW MATS/SUPPLIES	76.48	.00	01-51571-01
HOLT SUPPLY CO	MISC SUPPLIES	248.82	.00	01-51571-01
KRESIN, DAREN	FIX HEATERS	395.00	.00	01-51571-01
MONTICELLO TRUE VALUE	MISC SUPPLIES	36.39	.00	01-51571-01
R P LUMBER CO INC	MISC SUPPLIES	381.15	.00	01-51571-01
DOBSON AUTOMOTIVE INC	VEHC MAINT	243.93	.00	01-51571-02
MONTICELLO TRUE VALUE	MISC SUPPLIES	3.99	.00	01-51571-02
R P LUMBER CO INC	MISC SUPPLIES	4.99	.00	01-51571-02
REYNOLDS TOWING SERVICE INC	TOWING	217.00	.00	01-51571-02
SLS INSPECTIONS	VEHC INSPECTION	39.00	.00	01-51571-02
WALKER TIRE & EXHAUST	TIRE STEM	61.00	.00	01-51571-02
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	50.00	.00	01-51571-04
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	55.50	.00	01-51571-04
PDC/AREA COMPANIES	MUNICIPAL WASTE	715.12	.00	01-51572-07
AMEREN IP	GAS & ELECTRICITY	2,149.79	.00	01-51575-00
AMEREN IP	GAS & ELECTRICITY	4,429.03	.00	01-51575-02
AMEREN IP	GAS & ELECTRICITY	38.15	.00	01-51575-03
Total PUBLIC WORKS:		12,125.29	.00	
<b>RECREATION</b>				
CINTAS	REC UNIFORMS	23.40	.00	01-51634-00
DOBSON AUTOMOTIVE INC	VEHC MAINT	36.00	.00	01-51671-02
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	50.00	.00	01-51671-04
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	55.50	.00	01-51671-04
AMEREN IP	GAS & ELECTRICITY	52.70	.00	01-51675-01
AMEREN IP	GAS & ELECTRICITY	49.50	.00	01-51675-02
AMEREN IP	GAS & ELECTRICITY	99.54	.00	01-51675-03
AMEREN IP	GAS & ELECTRICITY	77.19	.00	01-51675-04
PREGAME SPORTS	TURF TIME	435.00	.00	01-51678-06
Total RECREATION:		878.83	.00	
<b>AQUATIC CENTER/POOL</b>				
AMEREN IP	GAS & ELECTRICITY	78.62	.00	01-51775-00
CONSTELLATION NEWENERGY INC.	GAS SERVICE	221.33	.00	01-51775-00
Total AQUATIC CENTER/POOL:		299.95	.00	
Total GENERAL FUND:		30,678.60	.00	
<b>WATER WORKS</b>				
<b>WATER WORKS</b>				
CINTAS	WW UNIFORMS	75.20	.00	02-52134-00
WEX BANK	FUEL	591.22	.00	02-52161-00
COMPASS MINERALS AMERICA	SOFTENER SALT	2,980.50	.00	02-52162-02
COMPASS MINERALS AMERICA	SOFTENER SALT	2,920.23	.00	02-52162-02

Vendor Name	Description	Net Invoice Amount	Amount Paid	GL Account Number
ILLINI FIRE EQUIPMENT CO	RECHG EXTING	55.00	.00	02-52164-00
MONTICELLO TRUE VALUE	MISC SUPPLIES	122.65	.00	02-52164-00
R P LUMBER CO INC	MISC SUPPLIES	34.96	.00	02-52164-00
WELLS FARGO EQUIPMENT FINANCE	FOLDER/INSERTER	127.36	.00	02-52164-00
DOBSON AUTOMOTIVE INC	VEHC MAINT	31.75	.00	02-52171-02
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	25.00	.00	02-52171-04
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	27.75	.00	02-52171-04
IMCO UTILITY SUPPLY CO	WATER PARTS	276.65	.00	02-52171-05
IMCO UTILITY SUPPLY CO	WATER SUPPLIES	415.06	.00	02-52171-05
KRESIN, DAREN	FIX HEATERS	395.00	.00	02-52171-05
U S A BLUE BOOK	WATER SUPPLIES	301.38	.00	02-52171-05
U S A BLUE BOOK	WATER SUPPLIES	55.36	.00	02-52171-05
TOM BATES	CDL LICENSE	65.00	.00	02-52172-04
P D C LABORATORIES INC	WATER TESTING	40.00	.00	02-52172-05
P D C LABORATORIES INC	WATER TESTING	60.00	.00	02-52172-05
P D C LABORATORIES INC	WATER TESTING	40.00	.00	02-52172-05
P D C LABORATORIES INC	WATER TESTING	110.40	.00	02-52172-05
AMEREN IP	GAS & ELECTRICITY	4,055.57	.00	02-52175-00
CONSTELLATION NEWENERGY INC.	GAS SERVICE	609.56	.00	02-52175-00
Total WATER WORKS:		13,415.60	.00	
Total WATER WORKS:		13,415.60	.00	
<b>SANITATION</b>				
<b>SANITATION</b>				
CINTAS	WWTP UNIFORM	89.76	.00	04-54734-00
WEX BANK	FUEL	11.08	.00	04-54761-00
WELLS FARGO EQUIPMENT FINANCE	FOLDER/INSERTER	127.37	.00	04-54764-00
CINTAS	WWTP MATS	16.60	.00	04-54771-01
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	25.00	.00	04-54771-04
AREA-WIDE TECHNOLOGIES	MONTHLY MAINTENANCE	27.75	.00	04-54771-04
AMEREN IP	GAS & ELECTRICITY	9,710.63	.00	04-54775-00
MONTICELLO CITY UTILITY SERV	WATER/WWTP	9.58	.00	04-54775-00
Total SANITATION:		10,017.77	.00	
Total SANITATION:		10,017.77	.00	
THE FITNESS CENTER	SMALL BUSINESS GRANT	14,249.50	.00	13-57172-02
Total :		14,249.50	.00	
Total :		14,249.50	.00	
Grand Totals:		68,361.47	.00	

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

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

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

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\_\_\_\_\_

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

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Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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## **MONTICELLO CITY COUNCIL**

January 25, 2021

Mayor Stoner led the Council in the Pledge of Allegiance, and Kathy Sweet, of Monticello United Methodist Church, led the Council in prayer.

Roll Call was taken by City Clerk Jill Potts.

**ROLL CALL:** Present: BROCK, BURRIS, REED, SEBENS, FRERICHS, VOGT  
Absent: KOON, HARLAN  
Also Present: Terry Summers, City Administrator; Maura Metcalf, HR/Finance; Brett Baker, Capital Improvements (Remote Participation); Callie McFarland, Economic Development; Chief John Carter, MPD

### **PUBLIC PARTICIPATION:**

None

### **CONSENT AGENDA:**

Claims Report (Claims dated January 12, 2021 through January 25, 2021)

Meeting Minutes – City Council Meeting Minutes January 11, 2021

Budget Report – December 2020

Treasurer’s Report – December 2020

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

### **MAYOR’S REPORT:**

Mayor Stoner reminded all to visit the local job board on the City Website or the Piatt County Workforce Development Office for workforce assistance, and that there is one week left of the Winter Wellness Walk at Allerton Park.

### **OLD BUSINESS:**

None

### **NEW BUSINESS:**

City Administrator Summers gave an overview of the Ordinances pertaining to Redevelopment Agreements, and stated he is excited for this public/private partnership. Callie McFarland gave specific details on each of the Agreements.

**Ordinance 2021-03: An Ordinance Approving a Redevelopment Agreement Between the City of Monticello and Blue Daisy Management, LLC Concerning the Property Located at 212 S. Independence Street, Monticello, Illinois**



Blue Daisy Management, LLC, is the owner of 212 S. Independence Street. The property owner wishes to have the following improvements made to the property:

- Install tempered glass over stained-glass windows in the balcony
- Fill in openings between stained glass and the balcony floor, currently a hazard
- Repair external doors to eliminate drafts
- Level handicap-accessible sidewalk (private property)
- Hire cleaning service to remove grease from the kitchen and bar areas

The estimated project construction window is January through March, 2021, weather permitting. The estimated project cost is \$11,934.00, with recommended reimbursement being 50% of the total cost, up to \$5,967.00.

A motion was made by Alderman Reed, and seconded by Alderwoman Sebens, to waive the second reading of Ordinance 2021-03. The motion passed 6-0. A motion was then made by Alderwoman Vogt, and seconded by Alderman Brock, to approve Ordinance 2021-03. The motion passed 6-0.

**Ordinance 2021-04: An Ordinance Approving a Redevelopment Agreement Between the City of Monticello and Dubson Heating, Air Conditioning & Refrigeration, Inc. Concerning the Property Located at 406 W. Main Street, Monticello, Illinois**

Dubson Heating, Air Conditioning & Refrigeration, Inc. will be renting the space at 406 W. Main Street, owned by Rick Dubson. This will provide an increase of 2,500sf in a newly remodeled space, compared to the space currently utilized. As a tenant, they wish to have the following improvements made to the property:

- Upgrade the interior space, including new entry doors, flooring, ceiling, lighting, restrooms, a showroom, offices, a conference room and workspaces.
- Equip the space with new technology for virtual learning
- Install exterior signage

The estimated project construction window is January through June, 2021. The estimated project cost is \$112,619.59, with the recommended reimbursement being 50% of the total cost, up to \$10,000.00

A motion was made by Alderwoman Vogt, and seconded by Alderman Brock, to waive the second reading of Ordinance 2021-04. The motion passed 6-0. A motion was then made by Alderwoman Sebens, and seconded by Alderman Reed, to approve Ordinance 2021-04. The motion passed 6-0.

**Ordinance 2021-05: An Ordinance Approving a Redevelopment Agreement Between the City of Monticello and Lilly's Flooring, Inc. Concerning the Property Located at 115 W. Main Street, Monticello, Illinois**

Lilly's Flooring would like to make improvements to their storefront, including the upper story for potential usable space. The owner wishes to make the following improvements:

- Repair west brick wall
- Replace 19 double-hung windows
- Scrape, prep, paint exterior of the building

The estimated project construction window is January through March (weather permitting). The estimated project cost is \$32,000.00, with the recommended reimbursement being 50% of the total cost, up to \$10,000.00. Alderman Frerichs questioned if there is an expiration date on the

reimbursement amount, and Callie McFarland answered that if the time expires the business may come back and ask for an extension.

A motion was made by Alderwoman Sebens, and seconded by Alderman Reed, to waive the second reading of Ordinance 2021-05. The motion passed 6-0. A motion was then made by Alderman Frerichs, and seconded by Alderwoman Sebens, to approve Ordinance 2021-05. The motion passed 6-0.

**Ordinance 2021-06: An Ordinance Approving the Right of Way Permit Medical Center Drive, City of Monticello, Piatt County, IL**

Brett Baker presented the following:

Brent Bazan PLS with Farnsworth Group has submitted a Right of Way Plat of Medical Center Drive, located within the City of Monticello, and supporting documents to City staff for review. This right of way plat will officially dedicate the extension of Medical Center Drive as right of way to the City of Monticello. Previously this part of Medical Center Drive carried an Access Easement for the Sage Woods subdivision. This right of way plat meets the definition and requirements of Chapter 152 of the Municipal Code (Final Plat Submission, Review and Approval, Subdivision, Minor). This right of way plat requires no preliminary plan nor public hearing or action of the Planning and Zoning Board but does require City Council approval by way of ordinance passage. A motion was made by Alderwoman Sebens, and seconded by Alderman Reed, to waive the second reading of Ordinance 2021-06. The motion passed 6-0. A motion was then made by Alderman Reed, and seconded by Alderman Frerichs, to approve Ordinance 2021-06. The motion passed 6-0.

**Ordinance 2021-07: An Ordinance Approving the Sage Woods Subdivision Replat, Planned Unit Development, City of Monticello, Piatt County, IL**

Brett Baker presented the following:

Brent Bazan PLS with Farnsworth Group has submitted a RePlat for Sage Woods Subdivision located on Medical Center Drive, and supporting documents to City staff for review. This RePlat replaces the original Final Plat of Sage Woods subdivision. The purpose of this RePlat is to show that actual monuments that have been set to mark the lot corners of this subdivision. The reference iron rods have been set on side lot lines at a 2' offset from the actual lot corners that are marked with a mag nail set in the concrete sidewalk. This RePlat meets the definition and requirements of Chapter 152 Section 152.044(f) of the Municipal Code (Expedited Final Plat Submission, Review and Approval, Subdivision, Minor). This subdivision RePlat requires no preliminary plan nor action of the Planning and Zoning Board but does require City Council approval by way of Ordinance passage.

A motion was made by Alderwoman Sebens, and seconded by Alderman Brock, to waive the second reading of Ordinance 2021-07. The motion passed 6-0. A motion was then made by Alderwoman Sebens, and seconded by Alderman Frerichs, to approve Ordinance 2021-07. The motion passed 6-0.

**ALDERMEN'S/ALDERWOMEN'S REPORT:**

Alderman Brock thanked Public Works and all involved with taking down holiday lights. Alderwoman Vogt shared that she was excited to see the Redevelopment Agreements on the agenda for this meeting, and appreciates the work City Staff did to make this happen.

**POLICE CHIEF'S REPORT:**

None

**CITY ADMINISTRATOR'S REPORT:**

Terry Summers reviewed the Treasurer's Report and the Budget Report on the Consent Agenda. He gave a big thank you to all City Department Heads for being able to trim their budgets due to the unknowns of how COVID-19 will affect the City financially.

A motion was made by Alderwoman Sebens, and seconded by Alderman Burris, to adjourn the meeting at 7:27pm.

Respectfully Submitted by:

Jill Potts  
City Clerk



# Monthly Permit Report

01/01/2021 - 01/31/2021

Permit #	Permit Date	Applicant Name	Parcel Address	Permit Type	Description/Comments	Project Cost	Total Fees
<b>Group: Fence Permit</b>							
2021001	1/5/2021	Bruce Backus	2 Connor Ct	Fence Permit	6ft Backyard and Side Yard Fence.	8,488	\$50.00
							\$50.00
<b>Group Total: 1</b>							
							\$50.00

Total Records: 1

2/1/2021

Page: 1 of 1

Monticello Police Department Monthly Report For

January  
2021

To: Honorable Mayor Larry Stoner and City Council Members

From: Chief John Carter

Date:

	2020	2021
Criminal Offenses:	11	20
Follow-up Investigations:	9	10
911 Calls:	33	50
Written Warnings:	4	1
Verbal Warnings:	9	3
Traffic Tickets:	5	5
Public Service Details:	14	12
Assisted Other Law Enforcement:	9	6
Accident Reports:	7	2
Fire Department Assist:	6	0
Ambulance Assist:	11	10
Downtown Foot Patrols:	29	30
Vacation Checks:	16	10
Ordinance Violations: Abandoned Vehicle - 3	1	3

Police Department Information for the Month of January 2021

Respectfully Submitted,



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John Carter  
Chief of Police

Cc: John Frerichs, Mary Vogt, Tammy Sebens, Wendall Brock, Mike Koon, Pam Harlan,  
Rodney Burris & Tom Reed

**CITY OF MONTICELLO**

**FIRE DEPARTMENT REPORT**

Month: January 2021

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

Chief J. Rupkey	P	P	P	Colton Williams	P	P	E
Asst Chief Tim Clifton	P	P	E	Rob Prather	E	E	E
Cpt. Adam Kownacki	P	P	P	Patrick. Pelz	E	E	P
Capt. Cole Hunt	P	P	E	Julia Norris	P	P	P
Lt Michael Barnes	P	P	P	Allison Wiggins	P	P	P
Lt. John Mullins	P	P	E	Austin. Wiggins	P	P	P
Lt. Dennis Sebens	P	P	P	Nick Andruczyk	P	P	E
Ryan Kolher	P	E	E	Caleb Skinner	P	P	P
Dan Sheehan	P	P	P				

**Training and Activities:**

<b>Week 1 -</b>	Airpack/SCBA training and maintenance	Training Hours: 2	Officer's Training Hours: 1
<b>Week 2 -</b>	Equipment Orientation	Training Hours: 2	Officer's Training Hours: 1
<b>Week 3 -</b>	Sexual Harassment/Blood Borne Pathogen in-service Vehicle/Equipment maintenance	Training Hours: 3	Officer's Training Hours:
<b>Week 4 -</b>			
<b>Misc.</b>	Jan 6 New air compressor arrived -- thank you to Trevor and AHW for unloading and lift assist		

**2021**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
<b>Medical Calls:</b>	22												22
<b>Fire Alarm</b>	4												4
<b>Lift Assist</b>	2												2
<b>Vehicle Accident</b>	2												2
<b>Spill/Leak</b>	2												2
<b>Electrical Wire</b>	1												1
<b>Smoke Scare/Alarm</b>	1												1
<b>Brush Fire</b>	1												1
<b>CO Detector</b>	0												0
<b>Structure Fire</b>	0												0
<b>Appliance Fire</b>	0												0
<b>Vehicle Fire</b>	0												0
<b>Mutual Aid</b>	0												0
<b>Rescue/Recovery</b>	0												0
<b>Weather Spotting</b>	0												0
<b>Total</b>	35												35

**TRUCK RUNS:**

<b>Rescue 1</b>	18												18
<b>Engine 1</b>	0												0
<b>Engine 3</b>	7												7
<b>Squad 1</b>	7												7

<b>Water used(Gal.)</b>	0												0
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**Call Summary:**



**CITY COUNCIL  
MEMORANDUM**

<b>ITEM:</b> Ordinance 2021-08 An Ordinance Authorizing the City of Monticello to Borrow Funds and to Execute and Issue a Promissory Note of the City and Associated Documents	<b>DEPARTMENT:</b> Public Works
<b>AGENDA SECTION:</b> New Business	<b>SUBMITTED BY:</b> Terry Summers, City Administrator
<b>ATTACHMENTS:</b> <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER SUPPORTING DOCUMENTS	<b>DATE:</b> February 3, 2021

**BACKGROUND:**

The purchasing of a new dump truck and air curtain burner were presented during FY2021 budget discussions last year and are included within the general fund budget for FY2021. First Mid-Illinois Bank and Trust, First State Bank and the State Bank of Bement, Monticello Branch submitted loan proposals with First State Bank offering the lowest interest rate. The 5-year low interest loan will require annual payments of approximately \$57,700.40

**RECOMMENDED ACTION:**

It is recommended that the City Council review and adopt Ordinance 2021-08 approving the Mayor and City Clerk authority to sign the First State Bank promissory note as presented.



# EXHIBIT A to ORDINANCE

(Blanks to be completed when the date of Note is determined)

## PROMISSORY NOTE

**Borrower:** City of Monticello  
210 North Hamilton  
Monticello, IL 61856

**Lender:** FIRST STATE BANK  
201 West Main Street  
P.O. Box 260  
Monticello, IL 61856

**Principal Amount:** \$270,000.00

**Interest Rate:** 2.250%

**Date of Note:** \_\_\_\_\_

**PROMISE TO PAY.** City of Monticello ("Borrower") promises to pay to FIRST STATE BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Seventy Thousand & 00/100 Dollars (\$270,000.00), together with interest on the unpaid principal balance from (Note Date), calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 2.250%, until paid in full.

**PAYMENT.** Borrower will pay this loan in 5 payments of \$57,700.40 each payment. Borrower's first payment is due (1 year from Note date), and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on (5 years from Note date), and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year (365 for all years, including leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: FIRST STATE BANK, 201 West Main Street, P.O. Box 260, Monticello, IL 61856.**

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Dissolution or Insolvency.** The dissolution or termination of Borrower's existence, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Piatt County, State of Illinois.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**CITY OF MONTICELLO**

**(EXHIBIT A TO ORDINANCE)**

**By:** \_\_\_\_\_  
Mayor of City of Monticello

**(EXHIBIT A TO ORDINANCE)**

**Attest:** \_\_\_\_\_  
City Clerk of City of Monticello

CITY OF MONTICELLO  
PIATT COUNTY, ILLINOIS

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ORDINANCE NO. 2021-08

“AN ORDINANCE AUTHORIZING THE CITY OF MONTICELLO TO BORROW FUNDS  
AND TO EXECUTE AND ISSUE A PROMISSORY NOTE OF THE CITY AND ASSOCIATED  
DOCUMENTS”

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ADOPTED BY THE  
CITY COUNCIL  
CITY OF MONTICELLO  
THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2021

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Published in pamphlet form by authority of the City Council of the City of Monticello, Piatt County, Illinois, this 9th day of February, 2021.

**CITY OF MONTICELLO  
PIATT COUNTY, ILLINOIS**

**ORDINANCE NO. 2021-08**

**“AN ORDINANCE AUTHORIZING THE CITY OF MONTICELLO TO  
BORROW FUNDS AND TO EXECUTE AND ISSUE A PROMISSORY NOTE  
OF THE CITY AND ASSOCIATED DOCUMENTS”**

**WHEREAS**, the City of Monticello, Piatt County, Illinois (the “City”) has heretofore been duly organized and is now operating as a municipality under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto 65 ILCS 5/1-1-1 et seq. (the “Municipal Code”); and

**WHEREAS**, the Mayor and City Council of the City (the “Corporate Authorities”) have determined that it is advisable, necessary and in the best interest of the City and its residents to purchase a truck and trench burner (the “Equipment”) and to borrow funds to finance the costs of such purchase in accordance with the Municipal Code, including Section 8-1-3.1 thereof permitting a municipality to borrow money from any bank or other financial institution, as supplemented and amended by the Local Government Debt Reform Act, 30 ILCS 350/1 et seq., the Omnibus Bond Acts, 5 ILCS 70/8, and other applicable law (collectively, the “Applicable Acts”); and

**WHEREAS**, the purchase of the Equipment by the City is a valid corporate purpose and First State Bank, Monticello, Illinois (“Bank”) is a bank or other financial institution as defined in Section 8-1-3.1 of the Municipal Code; and

**WHEREAS**, Bank has prepared the promissory note attached hereto as Exhibit A (the “Note”) to evidence a loan in the amount of Two Hundred Seventy Thousand Dollars (\$270,000.00) by Bank to the City bearing interest at the rate of 2.25% per annum to be repaid in five years as provided therein and which complies with the requirement of the Applicable Acts that the Note be repaid within ten years from the time the money is borrowed (the “Loan”).

**NOW, THEREFORE**, be it ordained by the City Council of the City of Monticello, Piatt County Illinois, as follows:

*Section 1. Incorporation of Preambles*

The Corporate Authorities find that the recitals contained in the preambles to this Ordinance are full, true, and correct and do hereby incorporate them into this Ordinance by this reference.

*Section 2. Determination to Borrow*

It is necessary and in the best interests of the City and for the public health, welfare, safety, and convenience, to incur the Loan indebtedness pursuant to the Note to finance the costs of purchasing the Equipment.

*Section 3. Applicable Acts*

The Note shall be issued pursuant to the Applicable Acts and in compliance with this Ordinance. It is the intent of the Corporate Authorities to invoke all supplemental power and authority available under and pursuant to the Applicable Acts in the making, execution, and delivery of the Note.

*Section 4. Authorization to Borrow and Obligation to Make Payments*

The Corporate Authorities hereby authorize the City to borrow funds from Bank upon the terms and conditions in the Note. The authorization given herein shall be valid whether or not an appropriation with respect to this Loan is included in any annual or supplemental appropriation adopted by the City. The obligation to make the payments due under the Note shall be a lawful direct general obligation of the City payable from general funds of the City and such other sources of payment as are otherwise lawfully available.

*Section 5. Designation of Note for purposes of Section 265(b)(3)*

The Corporate Authorities designate the Note for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), as a qualified tax exempt obligation, and in support of such designation, the Corporate Authorities covenant, represent and certify as follows:

(a) the Note is not nor shall be a "private activity bond" as defined in Section 141 of the Code;

(b) including the Note, the City (including any entities subordinate to the City) does not reasonably expect to issue tax-exempt obligations in an amount in excess of \$10,000,000 during the calendar year of issuance of the Note; and

(c) including the Note, not more than \$10,000,000 of obligations issued by the City (including any entities subordinate thereto and entities issuing obligations on behalf of the City) during the calendar year of issuance of the Note will be designated by the City for purposes of Section 265(b)(3) of the Code.

*Section 6. Reimbursement; Declaration of Official Intent*

This Ordinance is a declaration of official intent under Treasury Regulation §1.150-2. The City declares its official intent that it reasonably expects to reimburse capital expenditures for purchase of the Equipment paid prior to the issuance of the Note with proceeds from the sale of the Note. No capital expenditure paid earlier than sixty (60) days prior to the adoption of this Ordinance will be reimbursed.

*Section 7. Debt Limit Not Exceeded*

The Corporate Authorities find and determine that the City is not indebted in any manner or for any purpose, including the Note and existing indebtedness of the City, to an amount in the aggregate exceeding 8.625% on the value of the taxable property in the City as ascertained by the last assessment for state and county purposes. The Corporate Authorities certify the indebtedness of the City, including the Note and all other indebtedness of the City, does not exceed the limitation on municipal indebtedness provide in Section 5/8-5-1 of the Municipal Code and that the Note, together with all other indebtedness of the City, is within every debt or other limit prescribed by law.

*Section 8. Approval and Execution of Documents*

The Note in substantially the form thereof which has been presented before this meeting, is hereby ratified, confirmed and approved, and the Mayor is hereby authorized and directed to execute the Note for and on behalf of the City, and the City Clerk is hereby authorized to attest the same, including with such changes therein as the officers of the City executing the Note shall approve subject to the limitations contained in this Ordinance, their approval thereof being conclusive evidence of the City's approval of any such changes therein from the form thereof now pending before this meeting.

*Section 9. Other Actions Authorized*

The Mayor, City Clerk and City Attorney are hereby authorized and directed to execute and deliver on behalf of the City all documents and do all things necessary, essential, or convenient to carry out and give effect to the purpose and intent of this Ordinance, including but not limited to the filing of Form 8038-G pursuant to the Code. All acts and doings of the officials of the City, past, present, and future, which are in conformity with the purpose and intent of this Ordinance, are hereby, in all respects, ratified, approved, authorized and confirmed.

*Section 10. Certification*

The Corporate Authorities certify that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of the Note in order to make it a legal, valid and binding obligation of the City have been done, exist and have been performed in regular and due time, form and manner as required by law.

*Section 11. Severability*

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

*Section 12. Repealer*

All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

*Section 13. Publication*

A full, true, and complete copy of this Ordinance shall be published in pamphlet form.

*Section 14. Effective Date*

This Ordinance shall be in full force and effect upon passage and approval.

PASSED by the Corporate Authorities on February 8, 2021.

APPROVED: February 8, 2021.

\_\_\_\_\_  
Mayor

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

PUBLISHED in pamphlet form on February 9, 2021. RECORDED and filed in the office of the City Clerk on February 9, 2021.

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

## CERTIFICATE

I, Jill, Potts, City Clerk of the City of Monticello, Piatt County, Illinois (the “City”), hereby certify that the foregoing Ordinance 2021-08, “An Ordinance authorizing the City of Monticello to borrow funds and to execute and issue a promissory note of the City and associated documents” (the “Ordinance”) is a true copy of an original Ordinance which was duly adopted by the recorded affirmative votes of a majority of the members of the City Council of the City (the “Council”), at a meeting thereof which was duly called and held in compliance with the Open Meetings Act on February 8, 2021, and at which a quorum was present and acting throughout, and that such copy has been compared by me with the original Ordinance signed by the Mayor of the City and recorded in the Ordinance book of the City and that it is a correct transcript thereof and of the whole of such Ordinance, and that such Ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I do further certify that the deliberations of the Council on the adoption of said Ordinance were taken openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 48 hours in advance of the holding of said meeting, that said agenda contained a separate specific item concerning the proposed adoption of the Ordinance and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Local Government Debt Reform Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended, and that the Council has complied with all of the applicable provisions of said Acts and said Code and with all of the procedural rules of the Council.

I do further certify that neither the Mayor nor any member of the Council is in any manner whatsoever interested, either directly or indirectly, in his or her own name or the name of any other person, association, trust or corporation, in the agreement between the City and First State Bank for the making of the Loan or purchase of the Note as provided in the Ordinance.

I do further certify that the Ordinance was published in pamphlet form by authority of the Council, and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Monticello, Piatt County, Illinois this February 9<sup>th</sup>, 2021.

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Jill Potts, City Clerk  
City of Monticello, Piatt County, Illinois

(SEAL)

**CITY COUNCIL  
MEMORANDUM**

<b>ITEM:</b> Ordinance 2021-09 An Ordinance Declaring Surplus Property and Authorizing the Borrowing of Funds.	<b>DEPARTMENT:</b> Department of Public Works – Water works, Sewer, Streets
<b>AGENDA SECTION:</b> New Business	<b>SUBMITTED BY:</b> Jim Grabarczyk, Director of Public Works
<b>ATTACHMENTS:</b> (X ) ORDINANCE ( ) RESOLUTION (X ) OTHER SUPPORTING DOCUMENTS	<b>DATE:</b> February 3, 2021

**BACKGROUND:**

The departments have a 2002 International 4400 SBA truck VIN 1HTMKAARX2H525251 in need of replacement. The truck performs many critical functions for City operations including snow and Ice removal, hauling brush, hauling dirt from water leaks, hauling WWTP sludge to landfill, and hauling rock for stockpiled materials.

We had the truck, the plow and spreader appraised by Rush Truck Center to establish a fair market value. Rush Truck Center put the Trucks value at 23,000- 25,000 (See attached memo).



Picture is of the truck to be sold.

The Village of Bement has expressed interest in purchasing this truck for the sum of \$24,000. Chad Corum from the Village of Bement has been by to view the truck and has had it inspected by their mechanic. Chad will be pursuing Village Board approval on February 9<sup>th</sup>, 2021 should



the City Council approve the sale of the truck. Because the truck is being sold to another municipality sealed bidding is not required.

We will replace the truck, plow, spreader with a 2022 International HV507 as seen in the photo below (This is not the truck we are buying but will be similar).



The costs are broken down as follows:

Truck frame: \$82,958.91

Bed, plow, spreader: \$61,318.00

Freight: \$500.00

License/ Title: \$158.00

Total purchase price for truck: \$144,934.91

Sale of old truck: \$24,000

Total net cost of new truck: \$120,934.91

**RECOMMENDED ACTION:**

It is recommended that the City Council discuss and approve ordinance 2021-09 thus allowing for the sale of truck with VIN 1HTMKAARX2H525251, purchasing a new truck from Rush Truck Centers via the State of Illinois Collective bidding process, and the purchase of an air curtain burner from Air Burner's Inc.



Rush Truck Center

Springfield/Champaign/Effingham/Normal/Quincy

Central and Southern IL

Jim,

Thank you for the time and opportunity to review the specifications on the new International HV. I also reviewed the 2002 that was needing an appraisal. Below is my valuation of the vehicle that we inspected.

After inspecting the 2002 International 4400 VIN 1HTMKAARX2H525251, the fair market retail value would be in the \$23,000 to \$25,000.00.

Should you have any questions regarding the specifications or the appraisal please do not hesitate to contact Jeff or myself.

I appreciate your time and the opportunity meet together and the chance to fulfill your need for the plow chassis.

Thanks,

Jim

*James L Davidson*

Rush Truck Center

District Sales Manager

Central/Southern IL

1701 W Fayette

Effingham, IL 62401

Office – 217-540-8121

Fax – 217-540-8199

Cell – 217-821-5460

CITY OF MONTICELLO  
PIATT COUNTY, ILLINOIS

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ORDINANCE NO. 2021-09

“AN ORDINANCE DECLARING SURPLUS PROPERTY AND  
AUTHORIZING THE BORROWING OF FUNDS”

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ADOPTED BY THE  
CITY COUNCIL  
CITY OF MONTICELLO  
THIS 8<sup>th</sup> DAY OF FEBRUARY, 2021

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Published in pamphlet form by authority of the City Council of the City of Monticello, Piatt County, Illinois, this 9<sup>th</sup> day of February, 2021.

**CITY OF MONTICELLO  
PIATT COUNTY, ILLINOIS**

**ORDINANCE NO. 2021-09**

**“AN ORDINANCE DECLARING SURPLUS PROPERTY AND  
AUTHORIZING THE BORROWING OF FUNDS”**

**WHEREAS**, the City Council of the City of Monticello declares that the City owned 2002 International 4400 SBA dump truck having VIN No. 1HTMKAARX2H525251 as surplus equipment and has negotiated a contract for sale of said truck to the Village of Bement for Twenty-Four Thousand and 00/100 Dollars (\$24,000); and

**WHEREAS**, the City Council of the City of Monticello deems it necessary to purchase a new 2022 International HV507 truck and accessories and a refractory walled air curtain burner (collectively the “New Equipment”); and

**WHEREAS**, the City has negotiated a contract with Rush Truck Center for a 2022 International HV507 truck, plow, spreader and other necessary accessories in the amount of One Hundred Forty-Four Thousand Nine Hundred Thirty Four Dollars and Ninety-One Cents (\$144,934.91); and

**WHEREAS**, the City has negotiated a contract with Air Burners’ Inc. for a Refractory Walled Air Curtain Burner, ash rake, and necessary accessories in the amount of One Hundred Twenty-Seven Thousand Two Hundred Fifty-Seven Dollars and Forty Cents (\$127,257.40); and

**WHEREAS**, the City Council of the City of Monticello wishes to finance the purchase of said New Equipment by borrowing Two Hundred Seventy Thousand and 00/100 Dollars (\$270,000.00) from First State Bank, Monticello, Illinois pursuant to the terms of Section 8-1-3.1 of the Municipal Code, 65 ILCS 5/8-1-3.1; and

**WHEREAS**, the indebtedness incurred from this transaction, when aggregated with the existing indebtedness of the City, shall not exceed the limits set forth in Section 8-5-1 of the Municipal Code, 65 ILCS 5/8-5-1.

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

1. The recitals set forth above are hereby incorporated into this Ordinance and made a part hereof as if fully set forth herein.

2. The City Council of the City of Monticello hereby declares the following equipment to be surplus and authorizes the City Administrator to sell such equipment: 2002 International 4400 SBA truck with VIN No. 1HTMKAARX2H525251.

3. The Mayor of the City of Monticello is hereby authorized to execute a promissory note or similar debt instrument in the amount of Two Hundred Seventy Thousand and 00/100 Dollars (\$270,000.00).

4. That said funds shall be repaid with five annual payments of \$57,700.40 in Fiscal Years 2022 through and including Fiscal Year 2026, at a fixed interest rate of 2.250%.

5. That the obligation to make payments under said note shall be a general obligation of the City of Monticello payable from the general funds of the City and such other sources of payment as are otherwise lawfully available.

6. **Effective Date.** That this Ordinance 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 8<sup>th</sup> day of February, 2021, by the following roll-call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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Jill Potts, City Clerk  
City of Monticello, Piatt County, Illinois

Approved by the City of Monticello  
this 8<sup>th</sup> day of February, 2021.

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Mayor  
City of Monticello, Piatt County, Illinois

ATTEST:

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City Clerk  
City of Monticello, Piatt County, Illinois

CERTIFICATE OF PUBLICATION

I, Jill Potts, City Clerk of the City of Monticello, Piatt County, Illinois, do hereby certify that the foregoing and attached AN ORDINANCE DECLARING SURPLUS PROPERTY AND AUTHORIZING THE BORROWING OF FUNDS is a true and correct copy of said Ordinance duly adopted and enacted by the City Council of Monticello, Illinois, at its regular meeting on the 8<sup>th</sup> day of February, 2021, by the following roll-call vote: ayes: ; nays: ; absent: ; and that the same was published by publication in pamphlet form on the 9<sup>th</sup> day of February, 2021.

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Jill Potts, City Clerk  
City of Monticello, Piatt County, Illinois