

**CITY OF MORRISON COUNCIL MEETING**  
**Whiteside County Board Room, 400 N. Cherry St., Morrison, IL**

February 24, 2014 ♦ **6 p.m.**

**AGENDA**

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. PUBLIC COMMENT
- V. REPORT OF CITY OFFICERS
- VI. REPORT OF DEPARTMENT HEADS
- VII. CONSENT AGENDA (FOR ACTION)
  - 1. February 10, 2014 Regular Session Council Meeting Minutes (pg 1-2)
  - 2. Bills Payable (pg 3-9)
  - 3. Agree to New Subordination Agreement – Coz-E Corners RLF (pg 10)
  - 4. Request for Final Payment – Maxcor, Inc. – Water Tower Rehabilitation (pg 11-32)
- VIII. ITEMS REMOVED FROM CONSENT AGENDA (FOR DISCUSSION AND POSSIBLE ACTION)
- IX. ITEMS FOR CONSIDERATION AND POSSIBLE ACTION
  - 1. Approval of Fruit Tree Planting at French Creek Park
  - 2. Ordinance #14-06 – Authorizing Purchase of Certain Real Property for Purposes of Parking (pg 33-41)
  - 3. Approve Lowest Bid for Lining of Sanitary Sewer on Route 30 at Bartlett Street (pg 42)
- X. OTHER ITEMS FOR CONSIDERATION, DISCUSSION & INFORMATION
- XI. EXECUTIVE SESSION
  - 1. 5 ILCS 120/2(c)(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees
- XII. NO ACTION FROM EXECUTIVE SESSION
- XIII. CALL FOR BRIEF RECESS TO REARRANGE TABLES AND CHAIRS FOR GOAL SETTING SESSION
- XIV. RESUME SESSION
- XV. GOAL SETTING SESSION
- XVI. NO ACTION FROM GOAL SETTING SESSION
- XVII. ADJOURNMENT

The Morrison City Council met in Regular Session on February 10, 2014 at 7:00 p.m. in the Whiteside County Board Room, 400 North Cherry Street, Morrison, IL. Mayor Everett Pannier called the meeting to order. City Clerk Melanie T. Schroeder recorded the minutes.

Aldermen present on roll call were: Dale Eizenga, Michael Blean, Harvey Zuidema, Leo Sullivan, Curt Bender, Dave Helms and Scott Connelly. Alderman Marti Wood was excused.

Other City Officials present included City Administrator Barry Dykhuizen, Chief of Police Brian Melton and Director of Public Services Gary Tresenriter.

There was no public comment.

Director Tresenriter presented his report:

- 1) The layout of the wastewater treatment plant is nearly finalized. Drawings should be available in about a week. The next steps are to design the screen/grit building, the control building and then work on the equipment specifications.
- 2) With the cold weather, public works crews have not been able to work on the water service line leaks. There are currently 4 frozen service lines, also.
- 3) He reminded everyone to check the temperature of their water from the faucet. Water should be around 40°. If residents notice water below that mark, they are instructed to call City Hall for further instructions.

Mayor Pannier congratulated Chief Melton on 5 years of service.

Chief Melton stated his 2013 annual report was released today. Contact him with questions or concerns.

Mayor Pannier stated he has released his 8-month State of the City report.

Alderman Blean moved to approve the Consent Agenda, which consisted of the following: January 27, 2014 Regular Session Council Minutes as amended; Bills Payable; January 2014 Treasurers Report, seconded by Alderman Zuidema. On a roll call vote of 7 ayes (Zuidema, Sullivan, Bender, Helms, Connelly, Eizenga) and 0 nays, the motion carried.

Agenda Action Items:

- 1) Alderman Bender moved to approve Resolution #14-01 – Authorizing sale and transfer of property and conveyance of a temporary construction easement to the State of Illinois (IDOT), seconded by Alderman Helms. On a roll call vote of 7 ayes (Zuidema, Sullivan, Bender, Helms, Connelly, Eizenga, Blean), 1 aye from Mayor Pannier and 0 nays, the motion carried.
- 2) Alderman Eizenga moved to adopt Ordinance #14-04 – Authorizing cost increase to a prior cost sharing agreement with developer of Windsor Manor (403 Scenic Street), seconded by Alderman Sullivan. On a roll call vote of 7 ayes (Sullivan, Bender, Helms, Connelly, Eizenga, Blean, Zuidema) and 0 nays, the motion carried.

- 3) Alderman Connelly moved to adopt Ordinance #14-05 – Authorizing disposal of surplus personal property, seconded by Alderman Sullivan. On a roll call vote of 7 ayes (Bender, Helms, Connelly, Eizenga, Blean, Zuidema, Sullivan) and 0 nays, the motion carried.

Other Items for Consideration, Discussion & Information:

- 1) Administrator Dykhuizen stated that the Fee Schedule Committee has a couple of items they would like to address at the first meeting in March; the parking ticket fine and the building permit fees. In the meantime, a summary of the Committee's findings will be sent to Council.
- 2) The Council will hold a goal setting meeting immediately after Council business at the 2/24/14 Council meeting. The Council meeting will begin at 6 p.m.
- 3) Utility bills will return to the postcard format beginning with the March 1 dated bill.
- 4) Mick Welding from the Morrison Community Hospital was present and reviewed the MCH Foundation's request to plant 12 fruit trees along the south side of the driveway to French Creek Park. The MCHF will purchase the trees locally, prune the trees and will mulch around the trees. Mayor Pannier will add the topic to the February 24, 2014 agenda for action.

Executive Session:

- 1) Pursuant to 5 ILCS 120/2 (c)(2), Alderman Eizenga moved to enter Executive Session for the purpose of discussing collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, seconded by Alderman Sullivan. On a roll call vote of 7 ayes (Helms, Connelly, Eizenga, Blean, Zuidema, Sullivan, Bender) and 0 nays, the motion carried.
- 2) Executive Session began at 7:40 p.m.
- 3) Regular session resumed at 8:19 p.m.
- 4) There was no action as a result of Executive Session.

Being no further business, Alderman Eizenga moved to adjourn the meeting, seconded by Alderman Zuidema. On a voice vote, the motion carried.

Mayor Pannier adjourned the meeting at 8:19 p.m.

Approved:

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Everett Pannier, Mayor

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Melanie T. Schroeder, City Clerk

# Memo

**To:** Mayor and Council  
**From:** Melanie Schroeder, City Clerk  
**Date:** 2/18/2014  
**Re:** Bills Payable

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The Bills Payable lists are in the amount of **\$92,769.05**.

**Council Members having questions regarding bills should contact  
Mayor Pannier or CA Dykhuizen  
via phone, email or personal visit prior to the meeting.**

FROM CHECK # 48332 TO CHECK # 48379

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48332	ALVARADO'S PLUMBING INC.	MAINT SERV - UTILITY SYSTEM	WATER/SEWER FUND / WATER	720.00
			CHECK TOTAL	720.00
48333	IL POWER MARKETING	ACCT. #0121168018	WATER/SEWER FUND / WATER	3,371.24
		ACCT. #0258154040	WATER/SEWER FUND / SEWER	74.36
		ACCT. #0303048160	WATER/SEWER FUND / WATER	377.47
		ACCT. #1818154023	WATER/SEWER FUND / SEWER	96.10
		ACCT. #2563171006	WATER/SEWER FUND / SEWER	23.60
		ACCT. #2628049072	WATER/SEWER FUND / SEWER	83.60
		ACCT. #3318098068	WATER/SEWER FUND / SEWER	1,132.84
		ACCT. #4263108036	WATER/SEWER FUND / SEWER	32.62
		ACCT. #6228074017	WATER/SEWER FUND / SEWER	44.86
		ACCT. #6693023000	WATER/SEWER FUND / SEWER	472.26
			CHECK TOTAL	5,708.95
48334	BONNELL INDUSTRIES	MAINT SUPP - VEHICLE	GENERAL FUND / STREETS	147.89
			CHECK TOTAL	147.89
48335	CARGILL INC. SALT DIVISION	SALT	MOTOR FUEL TAX / GENERAL	5,355.72
			CHECK TOTAL	5,355.72
48336	COM ED	ACCT. #2563566005	MOTOR FUEL TAX / GENERAL	34.21
			CHECK TOTAL	34.21
48337	CUMMINS CENTRAL POWER, LLC	MAINT SERV - EQUIPMENT	WATER/SEWER FUND / SEWER	850.83
			CHECK TOTAL	850.83
48338	DIVISION OF VITAL RECORDS	STATE CC FEES	GENERAL FUND / CITY CLERK	292.00
			CHECK TOTAL	292.00
48339	CITY OF DIXON WATER DEPARTMENT LAB FEES		WATER/SEWER FUND / WATER	80.50
			CHECK TOTAL	80.50
48340	EASYPERMIT POSTAGE	POSTAGE	GENERAL FUND / ADMINISTRATIVE	63.18
			CHECK TOTAL	63.18
48341	CONSTELLATION	ACCT. #0696016163-S COMPLEX	GENERAL FUND / PARKS AND REC	1,560.51
			CHECK TOTAL	1,560.51

FROM CHECK # 48332 TO CHECK # 48379

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48342	GALL'S	OPERATING SUPPLIES	GENERAL FUND / PUBLIC SAFETY	94.09
		CHECK TOTAL		94.09
48343	GASVODA & ASSOCIATES, INC.	I&I REMEDIATION PROGRAM	WATER/SEWER FUND / SEWER	1,415.00
		CHECK TOTAL		1,415.00
48344	GOLD STAR FS, INC.	AUTO FUEL/OIL AUTO FUEL/OIL AUTO FUEL/OIL AUTO FUEL/OIL AUTO FUEL/OIL	GENERAL FUND / PUBLIC SAFETY GENERAL FUND / STREETS GENERAL FUND / CEMETERY GENERAL FUND / PARKS AND REC WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER	187.93 1,875.18 279.29 558.57 678.26 598.43 4,177.66
		CHECK TOTAL		1,140.00 1,140.00
48345	GREEN & CLEAN LAWN SERVICES II	MAINT SERV - SNOW REMOVAL	GENERAL FUND / STREETS	1,140.00
		CHECK TOTAL		1,140.00
48346	HUNTER'S AUTO BODY	MAINT SERV - VEHICLE	GENERAL FUND / STREETS	1,520.75
		CHECK TOTAL		1,520.75
48347	KONE INC.	ELEVATOR MAINT.	GENERAL FUND / ADMINISTRATIVE	312.16
		CHECK TOTAL		312.16
48348	LECTRONICS, INC	MAINT SERV - BLDG SQ #02 - RADIO-LABOR SQ #5 - MISC EXPENSE	GENERAL FUND / COMMUNITY ROOM POLICE VEHICLE FUND / GENERAL POLICE VEHICLE FUND / GENERAL	62.10 352.50 216.00 630.60
		CHECK TOTAL		630.60
48349	LOGAN CONTRACTORS SUPPLY, INC.	MAINT SUPP - EQUIPMENT	GENERAL FUND / STREETS	138.90
		CHECK TOTAL		138.90
48350	MORING DISPOSAL	MONTHLY REFUSE	GENERAL FUND / ADMINISTRATIVE	17,875.20
		CHECK TOTAL		17,875.20
48351	MORRISON AUTO SUPPLY, INC.	MAINT SUPP - VEHICLE MAINT - VEHICLE MAINT SUPP - EQUIPMENT AUTO FUEL/OIL	WATER/SEWER FUND / SEWER GENERAL FUND / PUBLIC SAFETY WATER/SEWER FUND / WATER GENERAL FUND / PARKS AND REC	44.03 29.26 11.39 129.30
		CHECK TOTAL		44.03 29.26 11.39 129.30

FROM CHECK # 48332 TO CHECK # 48379

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48351	MORRISON AUTO SUPPLY, INC.	SMALL TOOLS	GENERAL FUND / STREETS	9.99
		MAINT SUPP - EQUIPMENT	GENERAL FUND / STREETS	89.96
		MAINT SUPP - VEHICLE	GENERAL FUND / CEMETERY	44.76
		MAINT SUPP - VEHICLE	GENERAL FUND / STREETS	558.56
				917.25
				CHECK TOTAL
48352	MORRISON BLACKTOP, INC.	MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER	2,334.07
		MAINT SERV - SNOW REMOVAL	GENERAL FUND / STREETS	950.00
		MAINT SERV - SNOW REMOVAL	GENERAL FUND / STREETS	1,600.00
		MAINT SERV - SNOW REMOVAL	GENERAL FUND / STREETS	265.00
		MAINT SERV - SNOW REMOVAL	GENERAL FUND / STREETS	1,485.00
		MAINT SERV - SNOW REMOVAL	GENERAL FUND / STREETS	940.00
				7,574.07
				CHECK TOTAL
48353	MORRISON TIRE CENTER	MAINT - VEHICLE	GENERAL FUND / PUBLIC SAFETY	33.00
		MAINT SERV - VEHICLE	WATER/SEWER FUND / WATER	405.00
				438.00
				CHECK TOTAL
48354	MORRISON TRUE VALUE	ACCT. #276573	GENERAL FUND / CEMETERY	15.11
		ACCT. #276576	WATER/SEWER FUND / SEWER	12.76
		ACCT. #276576	WATER/SEWER FUND / SEWER	179.88
		ACCT. #276575	GENERAL FUND / PARKS AND REC	45.33
		ACCT. #276575	GENERAL FUND / COMMUNITY ROOM	27.82
		ACCT. #27657-CITY HALL	GENERAL FUND / ADMINISTRATIVE	48.42
		ACCT. #27657-CITY HALL	GENERAL FUND / ADMINISTRATIVE	48.89
		ACCT. #276571	GENERAL FUND / STREETS	17.88
		ACCT. #276571	GENERAL FUND / STREETS	8.07
		ACCT. #276571	GENERAL FUND / ADMINISTRATIVE	147.53
		ACCT. #276572	WATER/SEWER FUND / WATER	40.17
		ACCT. #276572	WATER/SEWER FUND / WATER	2.31
		ACCT. #276572	GENERAL FUND / CEMETERY	80.81
		ACCT. #276572	WATER/SEWER FUND / WATER	15.86
		ACCT. #276572	WATER/SEWER FUND / SEWER	26.97
		ACCT. #276574	GENERAL FUND / PUBLIC SAFETY	717.81
				CHECK TOTAL
48355	NELSON'S ELECTRIC	MAINT SERV - UTILITY SYSTEM	WATER/SEWER FUND / WATER	75.00
				CHECK TOTAL

FROM CHECK # 48332 TO CHECK # 48379

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48356	PAYMENT REMITTANCE CENTER	IPASS RENEWAL	GENERAL FUND / ADMINISTRATIVE	15.00
		IPASS RENEWAL	WATER/SEWER FUND / WATER	15.00
		IPASS RENEWAL	WATER/SEWER FUND / SEWER	15.00
		OPERATING SUPPLIES	GENERAL FUND / PUBLIC SAFETY	1,142.10
		MINOR EQUIPMENT	GENERAL FUND / PUBLIC SAFETY	1,105.48
				2,292.58
				CHECK TOTAL
48357	PETTY CASH - CITY	POSTAGE	WATER/SEWER FUND / WATER	60.05
		CDL REIMBURSEMENT	GENERAL FUND / STREETS	60.00
		CDL REIMBURSEMENT	WATER/SEWER FUND / SEWER	10.00
		941 OVERPAYMENT	GENERAL FUND / GENERAL FUND	11.48
		OFFICE SUPPLIES	GENERAL FUND / ADMINISTRATIVE	41.59
				183.12
				CHECK TOTAL
48358	PITNEY BOWES	POSTAGE METER RENTAL	GENERAL FUND / ADMINISTRATIVE	17.07
		POSTAGE METER RENTAL	WATER/SEWER FUND / WATER	17.07
		POSTAGE METER RENTAL	WATER/SEWER FUND / SEWER	17.06
				51.20
				CHECK TOTAL
48359	PLAINWELL BRASS, INC	MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER	1,649.30
		MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER	1,750.86
		MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER	791.00
				4,191.16
				CHECK TOTAL
48360	PREMIER ASPHALT, INC	MAINT SUPP - BLDG	GENERAL FUND / ADMINISTRATIVE	29.17
		OPERATING SUPPLIES	GENERAL FUND / STREETS	29.17
		OPERATING SUPPLIES	GENERAL FUND / CEMETERY	29.17
		OPERATING SUPPLIES	GENERAL FUND / PARKS AND REC	29.17
		MAINT SUPP - BLDG	WATER/SEWER FUND / WATER	29.17
		MAINT SUPP - BLDG	WATER/SEWER FUND / SEWER	29.15
				175.00
				CHECK TOTAL
48361	QUICKSCORES	OPERATING SUPPLIES	GENERAL FUND / PARKS AND REC	79.00
				79.00
				CHECK TOTAL
48362	S.B.M., INC	OFFICE SUPPLIES	GENERAL FUND / ADMINISTRATIVE	54.98
				54.98
				CHECK TOTAL

FROM CHECK # 48332 TO CHECK # 48379

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48363	SPENCER'S AUTOMOTIVE	MAINT SERV - VEHICLE	GENERAL FUND / STREETS	1,033.70
				CHECK TOTAL 1,033.70
48364	SULLIVAN'S FOODS	OPERATING SUPPLIES	GENERAL FUND / CEMETERY	79.96
				CHECK TOTAL 79.96
48365	ELIZABETH FISCHBACH	UTILITY REFUND	WATER/SEWER FUND / GENERAL	12.68
		UTILITY REFUND	WATER/SEWER FUND / GENERAL	25.36
				CHECK TOTAL 12.68
48366	RAY O'HERRON CO, INC	FIREARMS/AMMUNITION	GENERAL FUND / PUBLIC SAFETY	509.89
		FIREARMS/AMMUNITION	GENERAL FUND / PUBLIC SAFETY	370.89
				CHECK TOTAL 880.78
48367	WARD, MURRAY, PACE, JOHNSON PC	LEGAL SERVICE	GENERAL FUND / LEGISLATIVE	2,502.00
				CHECK TOTAL 2,502.00
48368	I.D.E.S.	SALARIES - FULL TIME	GENERAL FUND / ADMINISTRATIVE	4,467.04
				CHECK TOTAL 4,467.04
48369	STERLING PARK DISTRICT	OPERATING SUPPLIES	GENERAL FUND / PARKS AND REC	350.00
				CHECK TOTAL 350.00
48370	D&K PLUMBING	MAINT SERV - EQUIPMENT	WATER/SEWER FUND / SEWER	85.00
				CHECK TOTAL 85.00
48371	DAVID C JENNINGS	DOWN PAYMENT PARKING LOT SALE	GENERAL FUND / ECONOMIC DEVELOPMENT	16,000.00
				CHECK TOTAL 16,000.00
48372	JOSEPH A CASSIDY, JR.	LEGAL SERVICE	GENERAL FUND / LEGISLATIVE	3,863.85
				CHECK TOTAL 3,863.85
48373	ALICE TRAINING INSTITUTE	TRAVEL/TRAINING	GENERAL FUND / PUBLIC SAFETY	495.00
				CHECK TOTAL 495.00
48374	VERIZON	ACCT. #842009905-00001	WATER/SEWER FUND / SEWER	75.36
				CHECK TOTAL 75.36

FROM CHECK # 48332 TO CHECK # 48379

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
48375	VIKING CHEMICAL COMPANY	CHEMICALS	WATER/SEWER FUND / WATER	CHECK TOTAL 2,349.18
48376	WEETS & SON SEPTIC SERVICE	MONTHLY RENTAL	GENERAL FUND / PARKS AND REC	CHECK TOTAL 135.00
48377	WESTRUM LEAK DETECTION, INC	MAINT SERV - UTILITY SYSTEM	WATER/SEWER FUND / WATER	CHECK TOTAL 912.50
48378	WHITESIDE COUNTY SHERIFF DEPT	SERVICE NO. 2013-03183	GENERAL FUND / PUBLIC SAFETY	CHECK TOTAL 31.00
		SERVICE NO. 2013-03184	GENERAL FUND / PUBLIC SAFETY	CHECK TOTAL 46.00
48379	WILCO RENTAL, INC.	WEED EATERS/BLOWERS	GENERAL FUND / CEMETERY	CHECK TOTAL 570.00
				WARRANT TOTAL 92,769.05

# REVOLVING FUND ADMINISTRATION BOARD

## MEETING MINUTES

COMMUNITY STATE BANK MEETING ROOM

220 E. MAIN STREET, MORRISON, IL

February 19, 2014 - 8:00 a.m.

Next Meeting: TBA

*Present:* Corinne Bender, Barry Dykhuizen , Gary Hayenga, R. Everett Pannier, and Kevin Schisler

### I. Call to Order

### II. Old Business

*Revolving Fund Application – Coz-E Corner, Inc.*

The RF Administration Board has been notified that Farmers National Bank has agreed to provide an additional \$47,000 in financing for cost overruns associated with the Coz-E Corner project.

It was determined by the RF Administration Board that this will not materially impact the City's position with respect to debt service and collateral coverage, including the repayment terms of the City's revolving fund loan to Coz-E Corner, Inc. and therefore the RF Administration Board has no objection. If agreeable, Farmers National Bank will redraft a new Subordination Agreement (to be signed by the City) to document their \$47,000 loan increase. Gary Hayenga moved to approve the request from Farmers National Bank for the City of Morrison to remain in a junior collateral position behind Farmers National Bank for the full \$479,000 loan, which includes the additional \$47,000. The motion was seconded by Kevin Schisler and carried. The information will be shared with the City Council at their next meeting on February 24, 2014 by Mayor Pannier.

### III. New Business

*No new business at this time.*

### IV. Adjournment

VIA UPS

February 12, 2014

Mr. Gary Tresenriter  
Director of Public Works  
City of Morrison  
200 West Main Street  
Morrison, Illinois 61270

**RECOMMENDATION FOR FINAL PAYMENT**

***Subject: City of Morrison- Elevated Water Storage Tank at  
Well No. 4 Repainting  
IEPA Loan L 172798***

Dear Mr. Tresenriter:

Enclosed are the following documents submitted by Maxcor, Incorporated, contractor, requesting final payment for work performed and material and equipment which they have purchased and stored through January 15, 2014, [Pay Request #2 and final] for the Project:

1. Contractor Final Invoice dated January 16, 2014 and Change Order No. 1 breakdown.
2. Contractor Sworn Statement dated January 16, 2014.
3. Contractor Waiver of lien in the amount of \$94,822.80.
4. Contractor Final Waivers of lien:

Maxcor, Incorporated	\$94,822.80
Layne Christensen Company	\$47,560.00
Tnemec Company, Inc.	0-0
Sterling Fence	\$5,047.55

5. Contractor January 15, 2014 three year material and workmanship guarantee ending January 15, 2017 (coating system warranty is for one year ending January 15, 2015).
6. Travelers Casualty and Surety Company of America 3 year maintenance bond Number 105686926 in the amount of \$23,738.00.

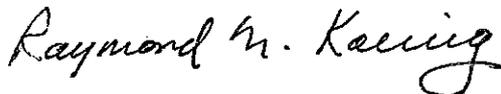
7. Contractor Affidavit dated January 15, 2014 regarding payments to suppliers and subcontractors.
8. Contractor and paint supplier affidavits dated January 17, 2014 verifying all work complies with AWWA D 102.
9. Corrosion Control Consultants & Labs, Inc. analytical laboratory report on construction debris generated from sand blasting operation.
10. Baxter & Woodman, Inc. Notice of Acceptability of Work.

The following is our opinion of the amount now due and payable to Maxcor, Incorporated; in accordance with the terms of the Construction Contract Documents for the Project:

Original Contract Price	\$447,400.00
Change Order No. 1 (Final)	\$27,360.00
Final Contract Price	\$474,760.00
Previously Paid	\$379,937.20
Final Amount Due	\$94,822.80

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Raymond N. Koenig  
Infrastructure Department Manager

C: Maxcor, Incorporated  
James E. Sparber, P.E., Baxter & Woodman, Inc.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

CITY OF MORRISON, ILLINOIS

By: \_\_\_\_\_ Authorized Representative

I:\Mokena\MORRI\060285\060285.62 Tank Repaint\Work\word\Pay Req. #2. fianl to Owner. (2.12.14).doc

PROJECT IDENTIFIED AS City of Morrison-500 MG Elevated Water Storage Tank Painting at Well No. 4

TO (OWNER): City of Morrison  
 200 W. Main St.  
 Morrison, IL 61270

FROM (CONTRACTOR): Maxcor Incorporated  
 900 Country Creek Dr.  
 New Lenox, IL 60451

Remit Payment to:  
 Maxcor, Inc.  
 P.O. Box 116554  
 Atlanta, GA 30368-6554

**CONTRACTOR'S APPLICATION FOR PAYMENT**

**CHANGE ORDER AND WRITTEN AMENDMENT SUMMARY**

Change Orders approved in previous months by Owner	TOTAL	ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved	Price/Time	Price/Time
1	9/19/13	38,550.00	15,740
2	10/19/2013	4,550	
<b>TOTALS</b>		\$43,100.00	\$15,740.00
<b>Net change by Change Orders and Written Amendments</b>			\$27,360.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_

By:  Date: January 16, 2014

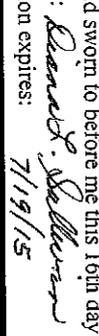
**CONTRACTOR'S CERTIFICATE**

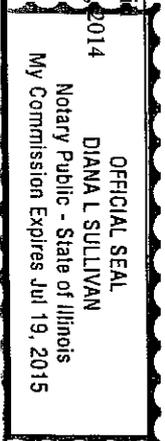
The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

APPLICATION NO: FINAL  
 APPLICATION DATE: 1/16/2014  
 PERIOD FROM: 1/1/2013  
 PERIOD TO: 1/15/2014  
 Maxcor Project # 126144

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, Document EA13 is attached.

- ORIGINAL CONTRACT SUM \$ 447,400.00
- Net change by Change Orders and Written Amendments \$ 27,360.00
- CONTRACT SUM TO DATE (Line 1+2) \$ 474,760.00
- TOTAL COMPLETED & STORED TO DATE (Column J on EA13) \$ 474,760.00
- RETAINAGE:
  - 10% of Completed Work \$ 0.00  
 (Column F + H on EA13)
  - 10% of Stored Material \$ 0.00  
 (Column I on EA13)
 Total Retainage (Line 5a + 5b or Total in Column M of EA13) \$ 0.00
- TOTAL EARNED LESS RETAINAGE \$ 474,760.00  
 (Line 4 less Line 5 Total)
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 379,937.20
- CURRENT PAYMENT DUE \$ 94,822.80
- BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 0.00

State of: Illinois County of: Will County  
 Subscribed and sworn to before me this 16th day of January, 2014  
 Notary Public:   
 My Commission expires: 7/19/15



By:  Date: January 16, 2014

**CONTINUATION SHEET**

DOCUMENT EA13

(Instructions on reverse side)

PROJECT IDENTIFIED AS: City of Morrison-500 MG Elevated Water Storage Tank Painting at Well No. 4

Document EA12, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column M on Contracts where variable retainage for line items may apply.

APPLICATION NO: FINAL  
 APPLICATION DATE: 1/16/2014  
 PERIOD FROM: 1/1/2013  
 PERIOD TO: 1/15/2014

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED QUANTITY	SCHEDULED UNIT PRICE	SCHEDULED VALUE (GxD)	WORK COMPLETED FROM PREVIOUS APPLICATION (F+H)	THIS PERIOD QUANTITY	THIS PERIOD VALUE (GxD)	MATERIALS STORED (NOT IN F OR H)	TOTAL COMPLETED AND STORED TO DATE (F+H+I)	% COMPLETED (J/E)	BALANCE TO FINISH (E-J)	RETAINAGE
<b>Well No. 4 Tank</b>												
1	Mobilization/Bonds/Insurance	1	14,000.00	14,000.00	14,000.00	0%	0.00	0.00	14,000.00	100%	0.00	1,400.00
2	Interior Wet Surface Preparation	1	35,000.00	35,000.00	35,000.00	0%	0.00	0.00	35,000.00	100%	0.00	3,500.00
3	Interior Wet Painting	1	55,000.00	55,000.00	55,000.00	0%	0.00	0.00	55,000.00	100%	0.00	5,500.00
4	Containment System	1	97,451.45	97,451.45	97,451.45	0%	0.00	0.00	97,451.45	100%	0.00	9,745.15
5	Exterior Surface Preparation	1	94,341.00	94,341.00	94,341.00	0%	0.00	0.00	94,341.00	100%	0.00	9,434.10
6	Exterior Painting	1	85,000.00	85,000.00	85,000.00	0%	0.00	0.00	85,000.00	100%	0.00	8,500.00
7	Repairs & Vent	1	14,000.00	14,000.00	14,000.00	0%	0.00	0.00	14,000.00	100%	0.00	1,400.00
8	Pressure Control Equipment	1	47,560.00	47,560.00	47,560.00	100%	47,560.00	0.00	47,560.00	100%	0.00	4,756.00
9	Fencing	1	5,047.55	5,047.55	5,047.55	100%	5,047.55	0.00	5,047.55	100%	0.00	504.76
10	Change Order #1	1	22,810.00	22,810.00	22,810.00	0%	0.00	0.00	22,810.00	100%	0.00	2,281.00
11	Change Order #2	1	4,550.00	4,550.00	4,550.00	0%	0.00	0.00	4,550.00	100%	0.00	455.00
				\$474,760.00	\$422,152.45		\$52,607.55	\$0.00	\$474,760.00		\$0.00	\$47,476.00

DOCUMENT EA13 - APPLICATION AND CERTIFICATE OF PAYMENT

00670-2



# FINAL

## WAIVER OF LIEN TO DATE FINAL Waiver of Lien

STATE OF ILLINOIS) ss  
COUNTY OF WILL)

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by City of Morrison, Illinois

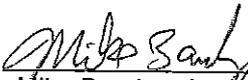
To furnish for the premise known as Well No. 4 500,000 Gallon Elevated Water Tank, CITY OF MORRISON, COUNTY OF WHITESIDE, STATE OF ILLINOIS.

The undersigned, for and in consideration of Ninety Four Thousand Eight Hundred Twenty Two and 80/100 (\$94,822.80) Dollars, and other good and valuable considerations, the receipt of whereof is hereby acknowledged do(es) hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Illinois, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished to this date by the undersigned for the above described premises.

Given under my hand and seal

this 16th day of January 2014

Maxcor Inc.

By:   
Mike Bandza, Assistant Manager

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

WAIVER OF LIEN -- FINAL  
MATERIALS OR LABOR (ILLINOIS)

STATE OF ILLINOIS }  
Kane COUNTY }

December 3, 20 13

TO ALL WHOM IT MAY CONCERN:

Whereas, We the undersigned Layne Christensen Company

have been employed by

Maxcor, Inc. to furnish

Labor and materials

for the Porta-Tower Known as Morrison Temporary Pressure Tank, for the

City of Morrison Situated at 650 Portland Avenue

in French Lick Park

County of Whiteside State of Illinois.

Now, Therefore, Know Ye, That We The undersigned, for and in consideration of \$47,560.00

Forty Seven Thousand, Five Hundred Sixty and 00/100 Dollars, and other good valuable

Considerations, the receipt whereof is hereby acknowledged, WE do hereby waive and release any

And all lien, or claim, or right of lien on said above described building and premises under the Statutes of

The State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which

May be furnished by the undersigned to or on account of said LABOR & EQUIPMENT

For said building or premises.

Given Under Our Hand s seal ed This 3<sup>rd</sup> day

Of December 20 13

Layne Christensen Company Seal

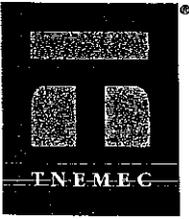
Exact copy should be made and retained

 Seal

Thomas P. Healy, P.E.  
Manager of Projects

**TNEMEC COMPANY INCORPORATED**

6800 Corporate Drive Kansas City, MO 64120-1372 TEL: 816-483-3400 FAX: 816-326-4296 www.tnemec.com



**UNCONDITIONAL FINAL WAIVER OF LIEN**

TO ALL WHOM IT MAY CONCERN:

Whereas, the undersigned, TNEMEC COMPANY, INC., has furnished material to UTILITY SERVICES/MAXCOR, INC of New Lenox, IL. for the job described as:

City of Morrison  
Repainting 500,000 Gallon Elevated Water Tank Well No. 4  
Morrison, IL.

Now, therefore, the undersigned, does hereby waive and release any and all lien or claim of or right to lien, with respect to and on the above material, fixtures, apparatus, or machinery furnished, and on the monies or other consideration due or to become due from the owner.

Dated: January 24, 2014

Tnemec Company, Inc

A handwritten signature in cursive script, appearing to read 'Lorri A. Clark', written over a horizontal line.

Lorri A. Clark  
Credit Analyst

# FINAL

## WAIVER OF LIEN TO DATE

### Waiver of Lien FINAL

STATE OF ILLINOIS) ss  
COUNTY OF WHITESIDE)

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by Maxcor, Inc.

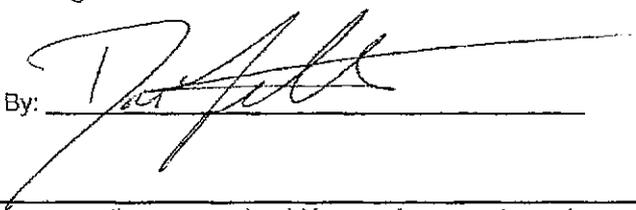
To furnish for the premise known as Morrison Water Tower located at N. Madison & E. High St, Morrison, IL. 500,000 Gallon Elevated Water Storage Tank, CITY OF MORRISON, COUNTY OF WHITESIDE, STATE OF ILLINOIS.

The undersigned, for and in consideration of Five Thousand Forty Seven Dollars and 55/100 (\$5,047.55) Dollars, and other good and valuable considerations, the receipt of whereof is hereby acknowledged do(es) hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Illinois, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished to this date by the undersigned for the above described premises.

Given under my hand and seal

this 15th day of January 2014

Sterling Fence

By: 

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.



(5)

**Maxcor Incorporated**  
900 Country Creek Dr.  
New Lenox, IL 60451  
Tel: (815) 838-4370  
Fax: (815) 838-4616

January 15, 2014

City of Morrison  
200 W. Main St.  
Morrison, IL 61270

Subject: Elevated Water Storage Tank at Well No. 4 Repainting IEPA Loan L172798

We, Maxcor Incorporated, Contractor on subject Project, hereby guarantee for a period of 36 months, commencing January 15, 2014 and ending January 15, 2017, that should any defect due to improper materials or workmanship develop during the period of the guarantee, the same shall be made good by us without expense to the City of Morrison.

This guarantee is for all work except for paint work which shall be for a period of 12 months from January 15, 2014 to January 15, 2015 as called for under Section 090190.54-1.5 of the Specifications.

**MAXCOR INCORPORATED**



\_\_\_\_\_  
Mike Bandza  
Asst. Manager

6

**WARRANTY BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183

BOND NO. 105686926

KNOW ALL MEN BY THESE PRESENTS:

That Maxcor, Inc.

as Principal, hereinafter called Contractor, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, hereinafter called Surety, are held and firmly bound unto City of Morrison, IL

as Obligee, hereinafter called Owner, in the penal sum of \$23,738.00 (Twenty Three Thousand Seven Hundred Thirty Eight & 00/100 Dollars), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated October 31, 2011

entered into a contract with Owner for

Commencing January 15, 2014 and ending January 15, 2017 for General Workmanship  
Commencing January 15, 2014 and ending January 15, 2015 for Paint Work

in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship which shall appear within a period of three (3) year(s) from the date of substantial completion of the work provided for in the Contract, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this 20th day of January, 2014.

IN THE PRESENCE OF :

Maxcor, Inc.

(Seal)  
Principal

*Mike Zambra*

*J. Karl Sherrill, Jr.* Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By *J. Karl Sherrill, Jr.*  
J. Karl Sherrill, Jr. Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226972

Certificate No. 005579801

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Anne B. Theodore, J. Karl Sherrill, Jr., Robert J. Allonier, and Pressley A. Ridgill, Jr.

of the City of High Point, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 29th day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

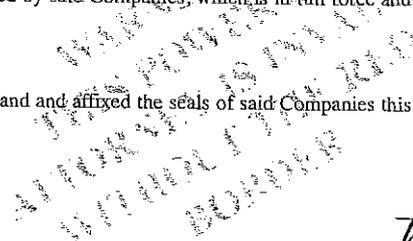
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of January, 2017.



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



(4)

**Maxcor Incorporated**  
900 Country Creek Dr.  
New Lenox, IL 60451  
Tel: (815) 838-4370  
Fax: (815) 838-4616

January 15, 2014

City of Morrison  
200 W. Main St.  
Morrison, IL 61270

Subject: Elevated Water Storage Tank at Well No. 4 Repainting IEPA Loan L172798

We, the Maxcor Incorporated (Contractor) do hereby certify that so far as we have knowledge, the waivers of lien furnished here-with represent releases for all labor and material for which a lien could be filed.

Should any liens remain unsatisfied after all payments are made by the City of Morrison (Owner) we the Maxcor Incorporated (Contractor) shall refund to the City of Morrison (Owner) all monies that the Owner may be obligated to pay in discharging such liens, including all costs and a reasonable Attorney's fee.

**MAXCOR INCORPORATED**

---

Mike Bandza  
Asst. Manager



3155

**Maxcor Incorporated**  
900 Country Creek Dr.  
New Lenox, IL 60451  
Tel: (815) 838-4370  
Fax: (815) 838-4616

January 15, 2014

City of Morrison  
200 W. Main St.  
Morrison, IL 61270

Subject: Elevated Water Storage Tank at Well No. 4 Repainting IEPA Loan L172798

We, the Maxcor Incorporated (Contractor) do hereby certify that all painting was done in accordance with the requirements of the latest edition of AWWA Specification D102.

**MAXCOR INCORPORATED**

\_\_\_\_\_  
Mike Bandza  
Asst. Manager

TAYLOR COATING SALES, INC.  
INDEPENDENT REPRESENTATIVE OF TNEMEC COMPANY INCORPORATED  
8520 BROOKFIELD AVENUE BROOKFIELD, IL 60513 TEL: 708-387-0305 FAX: 708-387-7941 WWW.TNEMEC.COM



January 17, 2014

Mike Bandza  
Maxcor, Inc.  
900 Country Creek Dr.  
New Lenox, IL 60451

RE: Repainting 500 MG DE  
Morrison, IL

Dear Mike:

The Tnemec coating systems specified, submitted on, and supplied for the interior and exterior areas of the above referenced water storage tank meet or exceed the standards as listed in AWWA D102-11.

*Outside coating no. 6 (OCS-4)*  
*Inside coating system no. 5 (ICS-5)*

Furthermore, this letter is to also certify that enough Tnemec coatings were purchased from us to coat the 19,600 square feet on the exterior and the 10,000 square feet on the interior of the above referenced water storage tank in accordance with the manufactures instructions and the project specifications.

Sincerely,  
TAYLOR COATING SALES, INC

A handwritten signature in black ink, appearing to read "Erik Otten", with a long horizontal line extending to the right.  
Erik Otten

CORROSION CONTROL CONSULTANTS & LABS, INC. a GPI company

ANALYTICAL LABORATORY REPORT

Tuesday, September 17, 2013

Page 1 of 3

CUSTOMER: Maxcor Inc.  
900 Country Creek Dr.  
New Lenox, IL 60451

DATE RECEIVED: Friday, September 13, 2013  
PO/PROJECT #: 126144  
SUBMITTAL #: 2013-09-13-005

LAB NUMBER: AB63037

Sampled By: Mike Bandza

Date Sampled: Thursday, September 12, 2013

Job Location: Morrison, IL

Sample Description: Spent Abrasive

Sample Identification: 126144-1 - Sandblasting Waste/Tank Interior

Preparation Method: EPA 1311, 3010A (TCLP for Metals)

Analysis Method: EPA 6010C (ICP-AES Method for Determination of Metals)

Date Analyzed: Tuesday, September 17, 2013

ELEMENT	RESULT	MAXIMUM ALLOWABLE	REPORTING LIMIT (RL)
Arsenic	< RL	5.0 ppm	0.40 ppm
Barium	3.9 ppm	100 ppm	1.0 ppm
Cadmium	< RL	1.0 ppm	0.060 ppm
Chromium	< RL	5.0 ppm	0.10 ppm
Lead	< RL	5.0 ppm	0.40 ppm
Selenium	< RL	1.0 ppm	0.40 ppm
Silver	< RL	5.0 ppm	0.10 ppm

Preparation Method: EPA 1311, 3010A (TCLP for Metals)

Analysis Method: EPA 7470A (Mercury in Liquid Waste -- Manual Cold-Vapor Technique)

Date Analyzed: Tuesday, September 17, 2013

ELEMENT	RESULT	MAXIMUM ALLOWABLE	REPORTING LIMIT (RL)
Mercury	< RL	0.20 ppm	0.0050 ppm

CCC&L has obtained accreditation under the programs detailed on the final page of the laboratory report. The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the scope of accreditation table. Testing which is performed by CCC&L according to other test methods, or for elements which are not included in the table fall outside of the current scope of laboratory accreditation.

This report shall not be reproduced except in full, without written approval of CCC&L.

**CORROSION CONTROL CONSULTANTS & LABS, INC. a GPI company**

**ANALYTICAL LABORATORY REPORT**

Tuesday, September 17, 2013

Page 2 of 3

**CUSTOMER:** Maxcor Inc.  
900 Country Creek Dr.  
New Lenox, IL 60451

**DATE RECEIVED:** Friday, September 13, 2013  
**PO/PROJECT #:** 126144  
**SUBMITTAL #:** 2013-09-13-005

**LAB NUMBER:** AB63038

**Sampled By:** Mike Bandza

**Date Sampled:** Thursday, September 12, 2013

**Job Location:** Morrison, IL

**Sample Description:** Spent Abrasive

**Sample Identification:** 126144-2 - Sandblasting Waste/Tank Exterior

**Preparation Method:** EPA 1311, 3010A (TCLP for Metals)

**Analysis Method:** EPA 6010C (ICP-AES Method for Determination of Metals)

**Date Analyzed:** Tuesday, September 17, 2013

<u>ELEMENT</u>	<u>RESULT</u>	<u>MAXIMUM ALLOWABLE</u>	<u>REPORTING LIMIT (RL)</u>
Arsenic	< RL	5.0 ppm	0.40 ppm
Barium	3.3 ppm	100 ppm	1.0 ppm
Cadmium	< RL	1.0 ppm	0.060 ppm
Chromium	< RL	5.0 ppm	0.10 ppm
Lead	< RL	5.0 ppm	0.40 ppm
Selenium	< RL	1.0 ppm	0.40 ppm
Silver	< RL	5.0 ppm	0.10 ppm

**Preparation Method:** EPA 1311, 3010A (TCLP for Metals)

**Analysis Method:** EPA 7470A (Mercury in Liquid Waste -- Manual Cold-Vapor Technique)

**Date Analyzed:** Tuesday, September 17, 2013

<u>ELEMENT</u>	<u>RESULT</u>	<u>MAXIMUM ALLOWABLE</u>	<u>REPORTING LIMIT (RL)</u>
Mercury	< RL	0.20 ppm	0.0050 ppm

CCC&L has obtained accreditation under the programs detailed on the final page of the laboratory report. The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the scope of accreditation table. Testing which is performed by CCC&L according to other test methods, or for elements which are not included in the table fall outside of the current scope of laboratory accreditation.

This report shall not be reproduced except in full, without written approval of CCC&L.

**CORROSION CONTROL CONSULTANTS & LABS, INC. a GPI company**

**ANALYTICAL LABORATORY REPORT**

Tuesday, September 17, 2013

Page 3 of 3

**CUSTOMER:** Maxcor Inc.  
900 Country Creek Dr.  
New Lenox, IL 60451

**DATE RECEIVED:** Friday, September 13, 2013  
**PO/PROJECT #:** 126144  
**SUBMITTAL #:** 2013-09-13-005

Unless otherwise noted, the condition of each sample was acceptable upon receipt, all laboratory quality control requirements were met, and sample results have not been adjusted based on field blank or other analytical blank results. Individual sample results relate only to the sample as received by the laboratory.

**Tests Reviewed By:** Jason Kraai, Senior Analyst *Jason Kraai* - Jason Kraai 2013.09.17 16:29:19 -04'00'

CCC&L has obtained accreditation under the following programs:

- **National Lead Laboratory Accreditation Program (NLLAP)**  
ELLAP: AIHA Laboratory ELLAP Accreditation Program Laboratory, ID#101030 ([www.aiha.org](http://www.aiha.org))  
OH: Ohio Department of Health Lead Poisoning Prevention Program, Approval #E10013 ([www.odh.ohio.gov](http://www.odh.ohio.gov))
- **AIHA Laboratory IHLAP Accreditation Program ([www.aiha.org](http://www.aiha.org))**  
IHLAP: Laboratory ID#101030
- **National Environmental Laboratory Accreditation Program (NELAP)**  
NY: State of New York Department of Health, Laboratory ID#11609 (Serial # 48735 through 48739) (518-485-5570)  
LA: State of Louisiana Department of Environmental Quality, Laboratory ID#180321 (Certificate 05036) ([www.deq.louisiana.gov](http://www.deq.louisiana.gov))  
OK: Oklahoma Department of Environmental Quality, Laboratory ID#9993 (Certificate 2013-040) ([www.deq.state.ok.us](http://www.deq.state.ok.us))

The accreditations pertain only to the testing performed for the elements, and in accordance with the test methods, listed in the table below. Testing which is performed by CCC&L according to other test methods, or for elements which are not included in the table below fall outside of the current scope of laboratory accreditation. Customers are encouraged to verify the current accreditation status with the individual accreditation programs by calling or visiting the appropriate website for the applicable program.

**SCOPE OF ACCREDITATION**

**Air and Emissions**

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>
Particulates (PM10)	40 CFR 50 Appendix J	NY, LA
Total Suspended Particulates (TSP)	40 CFR 50 Appendix B	NY, LA
Lead in Airborne Dust	NIOSH 7300	ELLAP, OH, NY, LA
Lead in Airborne Dust	EPA 600/R-93/200/ EPA 6010C	ELLAP, OH
Metals in Airborne Dust	EPA 600/R-93/200/ NIOSH 7300/ EPA 6010C	IHLAP

**Solid Chemical Materials**

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>
TCLP	EPA 1311(Sample Preparation Method)	NY, LA, OK
Acid Digestion	EPA 3050B	NY, LA
Lead in Soil	EPA 3050B/ EPA 6010C	ELLAP, OH, NY, LA, OK
Lead in Paint	EPA 3050B/ EPA 6010C	ELLAP, OH, NY, LA
Lead in Paint	ASTM D 3335-85A/ EPA 6010C	NY
Lead in Dust Wipes	EPA 3050B/ EPA 6010C	NY, LA
Lead in Dust Wipes	EPA 600/R-93/200/ EPA 6010C	ELLAP, OH

**Non-Potable Water / Analysis by ICP**

<u>Element/Test</u>	<u>Method</u>	<u>Accreditation(s)</u>
Arsenic	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Barium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Cadmium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Chromium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Copper	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Lead	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Mercury	EPA 245.1 Rev.3	NY, LA, OK
Mercury	EPA 7470A	NY, LA, OK
Nickel	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Selenium	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Silver	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Zinc	EPA 6010C/ EPA 200.7 Rev 4.4	NY, LA, OK
Acid Digestion	EPA 3010A	NY, LA

This report shall not be reproduced except in full, without written approval of CCC&L.



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**NOTICE OF ACCEPTABILITY OF WORK**

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ENGINEER'S PROJECT NO. 060285.62

PROJECT: CITY OF MORRISON-ELEVATED TANK REPAINTING AT WELL NO.4  
CONSTRUCTION CONTRACT DATE: OCTOBER 31, 2011

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To CITY OF MORRISON  
OWNER

And to MAXCOR, INCORPORATED  
CONTRACTOR

The undersigned hereby gives notice that the completed work furnished and performed by CONTRACTOR under the Contract for the above Project is acceptable expressly subject to the provisions of the Contract and the terms and condition set forth on the reverse side hereof.

BAXTER & WOODMAN, INC.

By Raymond N. Koenig  
Raymond N. Koenig  
Infrastructure Department Manager

Date: February 17<sup>th</sup>, 2014

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## CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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The Notice on the front side of this paper is expressly made subject to the following terms and conditions:

1. Said Notice is given with the skill and care ordinarily used by members of the Engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgement of ENGINEER.
3. Said Notice is given as to the best of ENGINEER's knowledge, information and belief.
4. Said Notice is based entirely on the expressly limited scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the Work) under ENGINEER's Agreement with OWNER and under the Contract reference on the reverse hereof, and applies only to facts that are with ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with Owner and the Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the above-referenced Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

CITY OF MORRISON

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ORDINANCE NO. 14-06

**ORDINANCE AUTHORIZING PURCHASE OF CERTAIN  
REAL PROPERTY FOR PURPOSES OF PARKING**

---

ADOPTED BY THE

COUNCIL

OF THE

CITY OF MORRISON

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014

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Published in pamphlet form by authority of the Council of the City of Morrison, this \_\_\_\_ day of \_\_\_\_\_, 2014.

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**ORDINANCE NO. 14-06**

**ORDINANCE AUTHORIZING PURCHASE OF CERTAIN  
REAL PROPERTY FOR PURPOSES OF PARKING**

WHEREAS, on January 27, 2014, the City Council for the City of Morrison, Whiteside County, Illinois deemed it advisable, necessary and in the public interest that the City of Morrison (the "City") acquire the property described in the Installment Real Estate Sales Contract attached hereto and incorporated herein as Exhibit A (the "Agreement") pursuant to the terms provided therein; and

WHEREAS, pursuant to the provisions of 65 ILCS 5/11-71-1 of the Illinois Municipal Code, 65 ILCS 5/1-1 et seq. (the "Code"), the City is authorized to purchase real property for the public purpose of parking; and

WHEREAS, the Seller named in the Agreement has agreed to convey such property to the City for the purchase price set forth therein; and

WHEREAS, it is necessary that the City Council of the City adopt an ordinance authorizing execution of the Agreement, and authorize the payment of the designated installment payments.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORRISON, WHITESIDE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals set forth in the preambles to this Ordinance are true and correct and are incorporated herein as if fully set forth in this Section 1.

SECTION 2: Said Agreement shall be in substantially the form attached as Exhibit A and made a part hereof.

SECTION 3: From and after the effective date of this Ordinance, the Mayor and the City Clerk are hereby authorized and directed to execute said Agreement and to do all things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the Agreement.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

SECTION 5: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 6: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION 7: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Passed by the Mayor and City Council of the City of Morrison on this \_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Exhibit A  
(attach Agreement)

INSTALLMENT REAL ESTATE  
SALES CONTRACT

ARTICLES OF AGREEMENT entered into this \_\_\_\_\_ day of February, A.D. 2014 between **DAVID C. JENNINGS and JULIE B. JENNINGS**, of 16380 Browns Road, Morrison, Whiteside County, Illinois, collectively as "Seller," and **THE CITY OF MORRISON, an Illinois municipality**, 200 W. Main Street, Morrison, Whiteside County, Illinois, as "Buyer," WITNESSETH:

1. Seller agrees to sell and convey to the Buyer and the Buyer agrees to purchase from the Seller at the price of **Fifty Six Thousand Three Hundred Sixty Six Dollars and 80/100ths (\$56,366.80)** the real estate described as follows: to-wit:

(For legal description see Exhibit "A" attached hereto and made a part hereof.)

**PIN: 09-18-268-004**

**Common Address: Market Street Lot  
Morrison, Illinois 61270**

2. This conveyance subject to taxes for the year 2013 and all subsequent years, which Buyer assumes and agrees to pay, and subject to any and all existing rights of way for public highways, utilities and drainage, set back lines, and easements, covenants, restrictions and reservations of record. Seller warrants that the only easements, covenants, restrictions and reservations of record are those on or filed with the plat, if any.

3. Buyer has paid **\$-0-** earnest money and agrees to pay **\$16,000.00 at closing** and the balance as follows:

a. At the rate of **\$3,669.71** or more per month on or before the 1st day of each and every month commencing \_\_\_\_\_, 2014 said payments to include interest at the rate of **0%** percent per annum, final payment of any unpaid balance to be made on or before **January 1, 2015**. **Buyer shall pay a late charge of \$25.00 if the monthly payment is not paid within fifteen (15) days of the due date in any month.**

4. No personal property is being sold as part of this transaction.

5. Possession of said premises shall be delivered to the Buyer on \_\_\_\_\_, 2014

6. Delivery of deed and payment of the several installments on the purchase price shall be made to **David C. Jennings, c/o the Law Office of William R. Shirk, 301 E. Main Street, Morrison, Illinois 61270**. All bank service charges shall be paid by Seller. All notices to be served on Seller may be served on them personally in writing or by certified mail addressed to them at **David C. Jennings, c/o the Law Office of William R. Shirk, 301 E. Main Street, Morrison, Illinois 61270**, and all notices to be served on Buyer may be served on them personally in writing or by certified mail addressed to them in care of the

City Administrator, at **200 W. Main Street, Morrison, Illinois 61270**, until such time as either party shall notify the other, in writing served as aforesaid, of a change of address.

7. Upon full payment of the purchase price and when all other obligations of the Buyer have been met, conveyance will be made to the Buyer by a good, sufficient and legally recordable warranty deed. Because Buyer is an Illinois municipality, it is anticipated by the parties that there will be no transfer tax that will be required to be paid to the Recorder of Deeds upon recording of the deed and real estate transfer declaration. Seller shall prepare, execute, and deliver to Buyer the real estate transfer declaration of the Department of Revenue and shall verify that no transfer tax shall be due. Seller shall prepare, execute, and deliver any additional documents or affidavits reasonably required by the Recorder of Deeds.
8. Seller shall furnish to the Buyer a merchantable abstract of title or a guarantee policy of title insurance in form of "American Title Association Owner's Policy, Standard Form A, Central Region, 1960; or better, with only the usual exceptions. Upon request by any party, all parties will sign and acknowledge a memorandum of contract to be prepared and recorded at the cost of the party requesting it.
9. Buyer shall, within 30 days be furnished with a commitment for title insurance. Buyer shall serve written objections to the title as disclosed by said report, within the time and with like consequences as is herein provided for in case an abstract is furnished. Title insurance, if furnished, shall be in the amount of the total contract price to be paid by the Buyer. A later day search fee is a part of the cost of the policy. When title as shown by said commitment has been approved, a title policy shall be issued to Seller as owner and Buyer as contract purchaser.
10. Seller shall keep all improvements upon the premises insured for the perils and the amount for which they are now insured and have notice of this contract endorsed upon the insurance policy or policies. Said insurance shall be maintained at the expense of the Seller until Buyer becomes entitled to possession under this Contract. Buyer, prior to execution hereof, has examined the present insurance coverage and is satisfied with the insurers and the amount and type of coverage in force. At the time possession is taken, Buyer shall furnish the Seller an insurance policy in a company approved by the Seller (which approval will not be unreasonable withheld) insuring the improvements on the premises against loss by fire, extended coverage and broad perils for an amount not less than **80%** of replacement value or **100%** of actual cash value (excluding land) whichever is less but not less than **\$56,366.80**. Said policy shall be properly endorsed to show the interests of the parties, and a mortgagee, if any, and shall be maintained in force by the Buyer until the balance of the purchase price is fully paid, at which time the policy shall be assigned and delivered to Buyer.
11. If, when neither the legal title nor the possession of the subject matter of the contract has been transferred, all or a material part thereof is destroyed without fault of the Buyer or is taken by eminent domain, the Seller cannot enforce this contract, and the Buyer is entitled to recover any portion of the price that he has paid. However, if, when either the legal title or the possession of the subject matter of the contract has been transferred, all or any part thereof is destroyed without fault of the Seller or is taken by eminent domain, the Buyer is not thereby relieved from a duty to pay the price nor is he entitled to recover any portion thereof that he has paid and the contract shall continue to be binding. The Buyer shall have the option of applying the proceeds of any insurance upon the balance under this agreement or upon replacement or repair of such loss. In case of loss covered by fire or other casualty insurance, subject to the rights to a mortgagee, if any, the Buyer shall have the option of applying the proceeds of the insurance

policies upon the balance under this agreement or upon the replacement of repair of such loss. Application of insurance proceeds to the balance shall not excuse any periodic payments.

12. Except as provided in paragraph 2, Buyer shall pay promptly when due all taxes, assessments and/or other impositions lawfully levied or imposed upon or against said premises on or after January 1, 2014. Buyer shall suffer no mechanic's liens to attach to said premises, and have no power to suffer such lien to attach to seller's interest therein. Seller shall keep the buildings, fences and other improvements on said premises in a good and proper state of repair, equal at least to the state of repair in which the same now are.

13. Buyer shall not permit any nuisance, violation of building, zoning or use and occupancy restrictions to exist, or any criminal activity that might cause a lien to arise.

14. If the Buyers shall fail to pay any installment of principal or interest or any part thereof or (b) shall suffer any annual taxes to go to public sale or (c) shall permit a valid mechanics' lien to be filed against the premises or (d) fail to perform any other covenant or agreement made by him herein, Seller may (1) elect to declare the entire balance due hereunder immediately due and collectible, re-enter the premises or any part thereof and receive all rents, issues and profits thereof and proceed to enforce this contract by any statutory or civil action he may choose, or (2) forfeit and terminate this agreement and Buyer shall forfeit all payments made by him to date of forfeiture as liquidated damages for lost time, effort, profit, legal and other expenses, value of use of the premises and damage thereto, in full satisfaction of those damages of (3) enforce performance on the part of the Buyer. In any of the foregoing contingencies Buyer agrees to reimburse Seller for all costs and expenses, including attorney's fees paid out or expended or incurred by him, and Seller may at his election cure the default by paying the delinquent taxes, lien, insurance premium or other charge upon the premises, as applicable, in which case his reasonable outlay for that purpose shall be added to the principal sum then due, bearing interest at the rate herein prescribed. Failure of Seller to exercise any of the above options shall not be considered to be a waiver of any subsequent option, or right to obtain any other remedy that may be granted Seller by law.

15. Any waiver of a default does not limit Seller's freedom of action or election as to later defaults, if any.

16. Seller hereby expressly warrants that he has received no notice from any city, village or governmental authority of a dwelling code violation having been issued and none has been received by him or his agent before the execution of this contract.

17. Any continuing obligations contained herein shall not be merged in the deed.

18. It is mutually agreed that the time of payment shall be of the essence of this contract and that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

19. The parties acknowledge that the Seller is selling to the Buyer on contract to provide financing to the Buyer only and personally. Seller also contemplates that the Buyer may wish to sell the premises but that at that time Seller, as a part of the consideration of this contract, wants any unpaid balance on the contract paid in full. Therefore, the parties agree that if all or any part of the property or any interest therein is sold or transferred by Buyer and pursuant to such sale physical possession of the property or any portion thereof is held by someone other than Buyer without the prior written consent of the Seller. Seller may at

Seller's option declare without notice all the sums secured by this contract to be immediately due and payable. Buyer acknowledges that Seller is under no obligation to consent to such sale or transfer. Buyer further agrees to reimburse Seller for all reasonable expenses Seller may incur in investigating a possible transferee following the request of Buyer that Seller consent to such sale or transfer. Subject to the terms of this paragraph, nothing in this contract shall prevent the Seller from dealing with any successor in interest of the Buyer in the same manner as with the Buyer and said dealings may include forbearing to sue or extending the time for payment of the balance due hereunder, but said dealings shall not discharge or in any way affect the liability of the Buyer hereunder.

20. Buyer acknowledges and confirms that they are not relying upon any representation, warranty, guaranty, promise, statement or inducement, oral or written, expressed or implied, which may have been made by the seller or others acting or purporting to act on behalf of the seller or any real estate broker with respect to the past, present or future condition of the premises, its actual or projected income, expenses, operation, value, uses maintenance, or any other aspect of this transaction or the premises and the purchaser agrees to accept the premises and all improvements thereon and all heating, cooling, water, sewer and electrical systems in its present condition, "as is," subject to normal wear and tear between the date of this contract and the closing of title.

21. This contract becomes binding when signed by all parties or when all parties have signed a duplicate counterpart. All previous agreements between the parties pertaining to the described property, if any, are hereby cancelled.

22. Seller agrees to cooperate with Buyer in completing the requirements for filing a PTax-300, and application for property tax exemption for the property, including verification of possession rights.

**SELLER:**

\_\_\_\_\_  
David C. Jennings

\_\_\_\_\_  
Julie B. Jennings

**BUYER:**

**CITY OF MORRISON, an Illinois Municipality**

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

Prepared by:  
William R. Shirk  
Attorney at Law  
301 E. Main Street  
Morrison, IL 61270  
(815) 772-7231

No. 5664-85 Filed and Recorded NOV. - 1 1985 at 11 o'clock A M

The Grantor s, William W. Wilkens and Elyn J. Wilkens, his wife,  
and Pauline Wilkens, a widow,

of the City of Morrison in the County of Whiteside  
and State of Illinois for the consideration of -----

---Ten and no/100ths--- Dollars, in hand paid  
and other good and valuable consideration,

CONVEY AND WARRANT TO (name and address) David C. Jennings and Julie B. Jennings,  
16380 Brown Road  
Morrison, Illinois 61270

in joint tenancy, not in tenancy in common, with rights of survivorship,  
the following described Real Estate, to-wit:

That part of the Southwest Quarter of the Northeast Quarter of  
Section 18, Township 21 North, Range 5 East of the Fourth Principal  
Meridian, Whiteside County, Illinois, bounded and described as fol-  
lows: Commencing at the point of intersection of the Southwesterly  
line of Market Street with the Southeasterly line of Genesee Street;  
thence Southwesterly along the Southeasterly line of said Genesee  
Street, a distance of 18 feet to the point of beginning of land  
herein to be described; thence Southeasterly along a line parallel  
with the Southwesterly line of said Market Street, a distance of  
162 feet; thence Southwesterly along a line parallel with the South-  
easterly line of said Genesee Street to a point 8.5 feet Northeast-  
erly of, as measured at right angles from the center line of Spur  
Track I.C.C. Number 322 of the Chicago and North Western Railway  
Company, as now located and established; thence Southeasterly along  
a line parallel with the center line of the tangent segment of said  
Spur Track and extension thereof to the Northwesterly line of Cherry  
Street; thence Northeastly along the Northwesterly line of said  
Cherry Street to the Northeastly line of the Original Depot Grounds  
of the former Mississippi and Rock River Junction Railroad Company,  
now the Chicago and North Western Railway Company, as described in  
Deed dated December 20, 1854 from Lyman Johnson, Henry S. Vroom and  
(continued on reverse side)

09-18-268-004

situated in the County of Whiteside in the State of Illinois, subject to taxes for the year 1985  
(and 18 \_\_\_\_\_ which grantee assumes and agrees to pay, to any and all existing rights of way for public  
highways, County of Whiteside and all other assessments, covenants, restrictions and reservations of record

WHITESIDE  
CO. NO. 98

REAL ESTATE TRANSFER TAX	
DATE	AMOUNT
NOV. - 1 1985	3.75

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
NOV 1 1985 DEPT OF REVENUE \$ 3.75

herby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of  
this State.

Dated this 31st day of October A. D. 1985

William W. Wilkens  
William W. Wilkens

Pauline Wilkens  
Pauline Wilkens

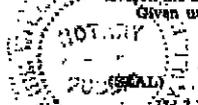
Elyn J. Wilkens  
Elyn J. Wilkens

7-14190

STATE OF ILLINOIS }  
Whiteside County } as I, the undersigned, a Notary Public  
in and for said County, in the State aforesaid, DO HEREBY CERTIFY That William W. Wilkens

and Elyn J. Wilkens, his wife, and Pauline Wilkens, a widow,

personally known to me to be the same persons whose names etc subscribed to the foregoing in-  
strument appeared before me this day in person and acknowledged that it had been signed, and de-  
scribed the said instrument as their free and voluntary act for the uses and purposes therein set forth.  
Given under my hand and Notarial seal this 31st day of October A. D. 1985



William A. Burch  
Notary Public.

Drafted by: William A. Burch, Ludens, Potter & Burch, 409 North Cherry  
Street, Morrison, Illinois 61270

Tax Billing Address: Grantee

No. 5664-85

**WARRANTY DEED**

STATUTORY FORM

William W. Wilkens and Elysa J. Wilkens, his wife; and Pauline Wilkens, a widow.

TO

David C. Jennings

Julia B.

STATE OF ILLINOIS }  
Whiteside County, } ss

This instrument has been filed for record in the Recorder's Office of Whiteside

County aforesaid, on the \_\_\_\_\_

day of NOV - 1 1985 A. D. 19

at 11 45 o'clock A.M., and re-

corded.

*John W. Stakes*  
Recorder.

By \_\_\_\_\_ Deputy

Return to

Weinsirine & Shick  
301 East Main Street  
Morrison, Illinois 61270

Fee Paid \$ 9.00

Date 10-31-85

Consideration \$ 10

PLEASE!

Section 10

Township 21

Range 5

Lot \_\_\_\_\_

Block \_\_\_\_\_

John W. Stakes to said former Railroad Company recorded on December 22, 1854 in the Office of the Recorder of Whiteside County in Book "N" on Page 381; thence Northwesterly along the Northeasterly line of said Depot Grounds to the extension of the Southeasterly line of said Genesee Street; thence Southwesterly along the Southeasterly line of said Genesee Street, and extension, to the point of beginning.

## Melanie Schroeder

---

**From:** Gary Tresenriter  
**Sent:** Friday, February 21, 2014 8:31 AM  
**To:** Melanie Schroeder (mschroeder@morrisonil.org)  
**Cc:** Barry Dykhuizen  
**Subject:** Sanitary Sewer Repair

Melanie,

I would like to ask the Council to approve the lowest of two bids (forthcoming) for lining a 15" sanitary sewer from a manhole on Rt 30 at Bartlett west (215" approximately) to the next manhole. This section of sanitary sewer is full of cracks and will (at some point) collapse if not repaired.

If you need more info let me know.

Gary,

*Gary M. Tresenriter*  
City of Morrison  
Director of Public Works  
200 W. Main Street  
Morrison IL. 61270  
Office (815) 772-7657