

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

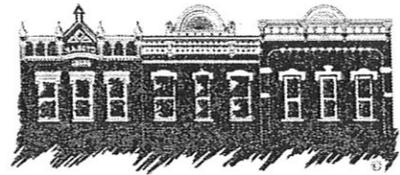
November 24, 2014 ♦ 7 p.m.

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. PUBLIC COMMENT
- V. BOARD & COMMISSION REPORTS
 - 1. Historic Preservation Commission (pg 1-3)
- VI. REPORT OF CITY OFFICERS
- VII. REPORT OF DEPARTMENT HEADS
 - 1. City Engineer (pg 4-5)
 - 2. Chief of Police (pg 6-9)
- VIII. CONSENT AGENDA (FOR ACTION)
 - 1. November 10, 2014 Regular Session Minutes (pg 10-11)
 - 2. Bills Payable (pg 12-18)
 - 3. Cancel December 22, 2014 Council Meeting
 - 4. 2015 Regularly Scheduled Meetings (pg 19)
 - 5. 2015 Holiday Schedule (pg 20)
 - 6. Appointment to the Parks and Recreation Advisory Board (pg 21)
- IX. ITEMS REMOVED FROM CONSENT AGENDA (FOR DISCUSSION AND POSSIBLE ACTION)
- X. ITEMS FOR CONSIDERATION AND POSSIBLE ACTION
 - 1. Risk Management Insurance
 - 2. Resolution #14-15 – Waive 2009 Interdepartmental Loan Obligation (pg 22-23)
 - 3. Ordinance #14-24 – Imposition of Morrison Service Occupation Tax (pg 24-27)
 - 4. Moring Disposal Rate Increase (pg 28-43)
- XI. OTHER ITEMS FOR CONSIDERATION, DISCUSSION & INFORMATION
 - 1. Condition of 111 W Main St and Course of Action (pg 44)
 - 2. Morrison Veteran's Memorial Park - Tablet Space (pg 45)
 - 3. Fire Protection Agreement (pg 46-57)
- XII. EXECUTIVE SESSION
 - 1. Release of Executive Session Minutes (5 ILCS 120/2(c)(21))
- XIII. ACTION/NO ACTION FROM EXECUTIVE SESSION
 - 1. Resolution #14-14 – Release of Executive Session Minutes
- XIV. ADJOURNMENT

CITY OF MORRISON

200 West Main Street
Morrison, Illinois 61270-2400
Phone: 815-772-7657
Fax: 815-772-4291
morrisonil.org



Historic Preservation Commission

Minutes

November 18, 2014 p.m. City Hall

The Historic Preservation Commission met on November 18, 2014 in the Lower Level Conference Room at City Hall, 200 W Main Street. Chairman Tim Slavin called the meeting to order at 5:00 p.m. Executive Secretary Barb King recorded the minutes.

Commission Members present were Lonnie Rice, Sharon Moore and Tim Slavin. Bill Shirk arrived late.

Chairman Slavin asked for approval of the October 7, 2014 meeting minutes. They were approved by unanimous consent.

New Business

The Morrison Trust for Revitalization submitted a Request for a COA to replace 10 windows on the second floor of the structure located at 101 W Main Street. The windows will be colonial style vinyl casement in mesa red with tan grilles. The sills will be replaced and arches with sunburst handmade panels applied. With a quorum of 3 present, Chairman Slavin made a motion that the COA submitted by the Morrison Trust be approved; seconded by Sharon Moore. On a voice vote, the motion carried with Commissioner Rice abstaining and Commissioner Shirk not yet present.

Commissioner Slavin related that as the contact for the National Register listed "Morrison Main Street Historic District" he received notice from the Federal Communications Commission that the railroad would be constructing and replacing certain towers beside the tracks at certain locations within the statutory radius of the District. After mapping the coordinates given, he recommended that no action be taken as the towers would not be close enough to affect the District.

Chairman Slavin also related that the one of the new owners of 125 East Main contacted him to inquire of the necessity for a Certificate of Appropriateness for a sign on the building. After conversing, it was revealed that the same sign base would be used. The new proprietors simply wanted to put a new plastic face on the existing base. While Slavin said they had a very encouraging conversation about future renovation of the exterior appearance of the edifice, he told them that no COA would be needed for the minor change in the sign.

Unfinished Business

Chairman Slavin related that Commissioner Vaughn was invited by CA Dykhuizen to attend the Council Meeting on November 24, 2014 to discuss the tablets at the VP&M.

Chairman Slavin stated that the HPC has done significant things in the past year and has come up with a list of initiatives that he would like for the commission members to rate and prioritize. The commission wants to continue to be proactive.

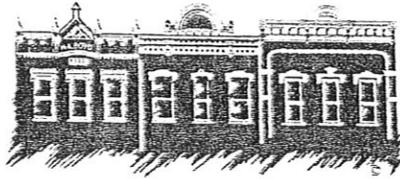
Other Considerations

There was a very good article included in the packet this month entitled "Retail and Community Development: 10 key factors that support your beautification initiatives." The article appeared in the Illinois Municipal Review.

Commission members discussed the Route 30 bypass and its possible effects on Morrison's Main Street. They also discussed writing state legislatures regarding this matter as well.

There will not be a meeting held in December.

There being no further commission business, Lonnie Rice made a motion to adjourn the meeting; seconded by Sharon Moore. By unanimous voice vote the meeting was adjourned at 5:38 p.m.



Morrison Historic Preservation Commission
Certificate of Appropriateness
Morrison City Ordinances 2.88.050 *et seq.*

1. Certificate of Appropriateness issued to: Morrison Trust for Revitalization
c/o Lon Rice
108 West Knox Street
Morrison, IL 61270

2. Date of Commission Determination: November 18, 2014

3. Certificate of Appropriateness issued for and limited to: The installation of 10 new windows into the existing openings of the second floor of 101 West Main Street. These windows will be provided by Jeld-Wen Company. They are to be colonial style vinyl casement, colored Mesa Red, with tan grilles. Additionally, the existing sills will be replaced and arches with sunburst hand-made panels applied.

Dated: 11/19/2014



Tim Slavin, Chair
Morrison Historic Preservation Commission

Original: file
Copies: Applicant
City Council

Memo to: Mr. Gary Tresenriter - Director of Public Works From: Fehr Graham
Subject: Monthly Engineering Report - October Date: Nov. 17, 2014

- A. Waste Water Treatment Plant:**
Since the decision to postpone the bidding of the WWTP until the new loan guidelines are established by IEPA, Fehr Graham has been working with the City in investigating other funding sources and exploring possible cost savings to the project. In late August, the City along with Fehr Graham met with IEPA officials in Springfield and discussed options that may reduce the cost of the project. A video conference was held with the City and Baxter & Woodman to review cost savings that may be realized with various modifications to the project. The best course of action is being studied. Protecting the health and welfare of the residents of Morrison while reducing the financial burden on the residents of Morrison is the continued objective. The anticipated schedule for this project is to bid, award, and finalize the loan in the summer of 2015 and begin project construction in the fall of 2015.
- B. Genesee Ave Pump Station:**
Genesee Ave Pump Station plans and specifications are substantially complete. Funding sources and possible cost savings to the project are being reviewed. With the decision to delay the WWTP project until the next IEPA loan cycle, bidding and construction of this phase of the project is anticipated to begin in the spring of 2016.
- C. Waterworks Park Pump Station and Collection Sewers:**
Waterworks Park Pump Station and Collection Sewer plans and specifications are substantially complete. Funding sources and possible cost savings to the project are being reviewed. With the decision to delay the WWTP project until the next IEPA loan cycle, bidding and construction of this phase of the project is anticipated to begin in the spring of 2016.
- D. Flow Meters:**
Flow meter monitoring continues to occur. The ultimate goal is to acquire the best data possible in sizing the sewer system improvements and prioritizing areas for I/I reduction. A report summarizing the data is being initiated and a preliminary draft will be reviewed in November.
- E. DCEO Public Facilities Grant Application:**
Fehr Graham advanced a DCEO Public Facilities Grant during the most recent grant cycle. The scope includes advancing a sewer lining project which will decrease the inflow and infiltration issues affecting the sanitary sewer system. The City recently received a letter stating that this project was not funded during this grant cycle. The project can be resubmitted for funding during the next grant cycle in 2015.
- F. IEPA Compliance Commitment Agreement (CCA):**
The City is in compliance with the CCA. The agreement requires the City to continue its efforts and measures to reduce I/I. Fehr Graham continues to work with the City in the advancement of various measures to identify and reduce I/I.
- G. City-Wide Street Maintenance Project:**
Fehr Graham along with the City have identified potential streets for inclusion in a city-wide street maintenance program. Potential streets include Main, Winfield, Wall,

City of Morrison
Mr. Gary Tresenriter
November 17, 2014
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Jackson, Genesee, and Orange Streets. Depending upon condition, the various sections may include new curbs, sidewalk ramps, streetscaping, and hot mix asphalt overlays. Funding options for these improvements are being explored.

- H. **IL 78 Access Permit for the Waste Water Treatment Plant:**
Fehr Graham has submitted a request on the City's behalf to the Illinois Department of Transportation to gain access along IL 78 for the waste water treatment plant. Submittal comments have been received back from IDOT and a resubmittal package is being prepared.
- I. **IDOT US 30 Public Hearing**
The Illinois Department of Transportation held a public hearing that presented the proposed project for a US 30 four-lane facility from IL 136 east of Fulton to IL 40 in Rock Falls. Fehr Graham attended to review and discuss the impacts to Morrison.
- J. **Misc. Items:**
- Assist City Staff and Elected Officials as requested.
 - Attendance at council meetings and other meetings as requested.

Respectfully Submitted,



Noah Carmichael, P.E.
Principal

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Morrison Police Department

Chief of Police Monthly Report – October 2014

To: City Administrator Barry Dykhuizen, Mayor Everett Pannier and City Council

From: Brian R. Melton, Chief

Cc: File

Date: November 24, 2014

Staff Notes – A few MPD Officers are celebrating birthdays in November. Dan Simmons celebrates a birthday on November 21 and Gabe Gomez celebrates one on November 22. Happy Birthday Dan & Gabe!

MPD on the News! During the last week of October, WQAD Channel 8 News produced a news piece that featured MPD. The topic was enforcing the new law prohibiting cell phone use while operating a vehicle. Shane Simmons of WQAD was able to spend some time with Officer Kevin Soenksen and did a great job on the story. If you missed it, you can go to MPD’s Facebook page and follow the link.

Stray & Feral Cats – Work continues on this problem due to complaints of feral cats this past summer. Again, most communities have this problem to some degree and the responses are varied, but we are working to identify possible recommendations that will be presented to the Council in the future for possible action. The reason why this has been taking so long is that our local humane society is working to establish a trap/release program that we may be able to utilize as a resource for our problem with feral cats.

Officer Training – Training continues to be a priority yet a challenge to schedule due to patrol and staffing needs, leave requests, other scheduling issues and of course, fiscal management. Some recent and upcoming training is as follows:

Officer	Date	Description	Location
Melton & Smith	Nov. 18	Mental Health First Aid	Mt. Carroll
All Officers	Nov. 19	Staff Meeting	MPD/City Hall

Nuisance Ordinance Enforcement – MPD continues with its enforcement activities on nuisance ordinance violations. October was another slow month and there continues to be a few properties that we are working with to address various violations. A listing of properties is updated continuously and then we occasionally provide such list to City Administration and the City Council. If you have any complaints or other feedback, please let me know.

Crime Stoppers – I was not able to make the regular meeting of the Whiteside County Crime Stoppers in Sterling again this month. I certainly attempt to attend each monthly meeting, but am not always successful! Crime Stoppers continues their great work to support law enforcement with providing awards of up to \$1000 and they do pay those awards almost monthly!

Illinois Emergency Management Drill – The Illinois Emergency Management Agency along with Whiteside County’s Emergency Services and Disaster Agency successfully completed the drill at the Morrison High School on October 21. As I have previously reported, the drill was a reception center for an evacuation from the immediate area of the Quad Cities Nuclear Power Station. This drill was monitored, as required, by the Federal Emergency Management Agency. The Morrison Police Department participated in this drill along with several other agencies.

Emergency Operations Plan – I continue to review our Emergency Operations Plan (EOP) and intend to meet with other key members and organizations of our community. This review will also act as a ‘debriefing’ of the August 25th storm. Pam Pfister (CEO, Morrison Community Hospital) and I have already met and plan to jointly host future meetings. This review will eventually include Mayor Pannier, City Administrator Dykhuizen, and Public Works Director Gary Tresenriter. I will certainly keep you updated on the process and progress!

Whiteside County Mitigation Plan Meeting – On October 30, I attended this meeting along with CA Dykhuizen at Odell Library. Updating this plan is a process as well. I certainly plan to attend all future meetings as this process continues. This will certainly be part of our EOP.

Mass Notification System – Hopefully in the next several weeks, I will be coordinating a demonstration on a Mass Notification System for us all to consider. The system is by the company; *Everbridge*. This type of system can be very useful in so many ways to our community, from concentrated notices for boil orders to a community wide evacuation. There is an annual cost for this system, but once you see what is possible with this system, it will be money well spent!

Driver’s Education Class – On October 31st, I presented to the two Driver’s Ed classes at Morrison High School. My presentation was about Traffic Stops and Teen Driving. In last week’s Whiteside News Sentinel, there was an article about this. I appreciate the Sentinel covering this presentation.

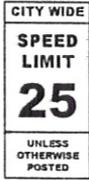
FirstNet – On November 6, I attended a workshop at Dixon Police Department on a new federal project called FirstNet. FirstNet will be the first nation-wide communications system solely dedicated to emergency service agencies to include law enforcement, fire and emergency medical services. Within the wireless communication networks throughout the U.S., there will be a reserved portion of that infrastructure for emergency services priority use. The concept is a great idea, but the federal project is many years from even projecting a completion date! The state agency representing Illinois with this federal project is the Illinois Law Enforcement Alarm System (ILEAS).

Community State Bank Safety & Security Presentation – On Friday, November 21, I provided a short training to CSB on Safety & Security. Most financial institutions required annual training on this topic and most request our assistance with the training.

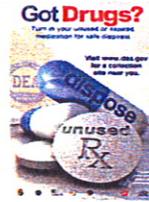
Policies – I have been making great progress on the work to update all policies and procedures for MPD. This is a pain-staking and time-consuming task when I can only work on them between other tasks, calls, etc. Ensuring our policies are relevant and up-to-date is an absolutely necessary part of public safety, officer safety and risk management!

Preparation for Snow! – On Thursday, November 20, I disseminated information to the media regarding snow removal, parking and snow emergencies. I hope this provides helpful information to our community as winter quickly approaches. This information is on our website and MPD’s Facebook page as well.

Just a few continued reminders ...



Find MPD (IL) on Facebook!

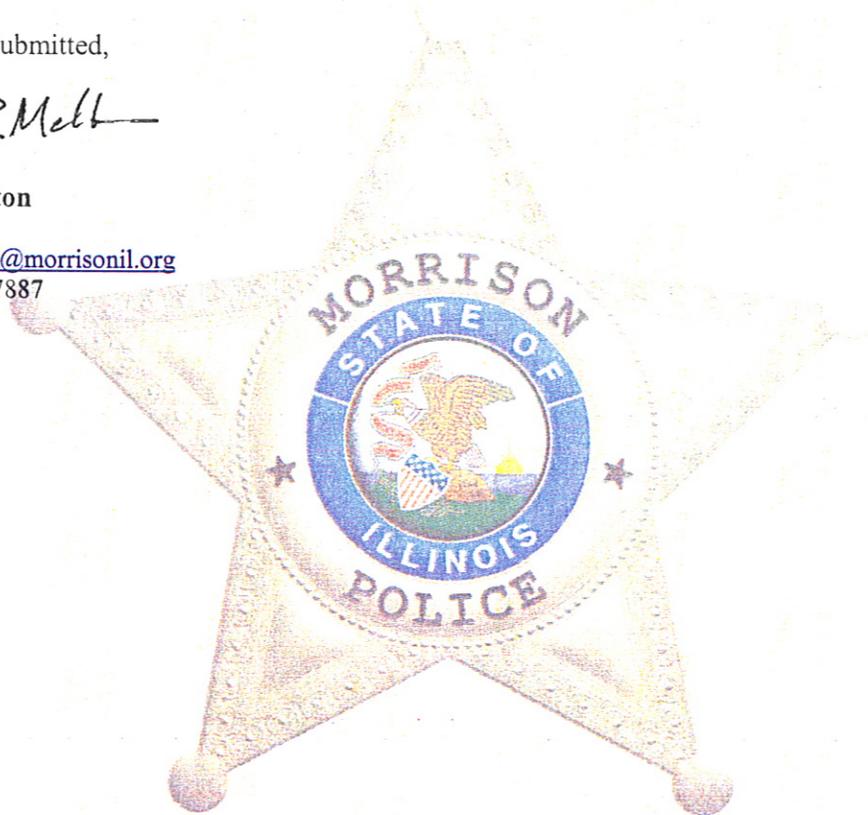


Conclusion ... This is a summary of Police Department activities. I hope this report continues to be informative to you. If you have any questions please feel free to contact me at your convenience and please know that I welcome any and all input that you may have!

Respectfully Submitted,

A handwritten signature in black ink that reads "B. R. Melton".

Brian R. Melton
Chief of Police
Email: bmelton@morrisonil.org
Cell: 815-499-7887



Morrison Police Department

ACTIVITY REPORT

October 2014

Activity	Current Month	This Month Last Year	Current Year to Date	Last Year to Date
CALLS, COMPLAINTS & REPORTS				
Calls for Service (Miscellaneous)	105	89	1286	1212
Assist Other Agencies	60	52	504	456
Traffic Crashes	4	6	55	58
Incident Reports	24	32	234	340
Animal Complaints	9	7	82	78
Alarms	10	12	83	83
Juvenile Incidents	10	4	55	52
Traffic Stops	40	24	249	295
Total Calls, Complaints & Reports	262	226	2548	2574
ARRESTS				
Criminal Arrests	1	8	23	32
Drug Arrests	0	0	0	8
Traffic Citations	8	9	77	94
Traffic Warnings	31	14	162	195
Parking Violations	3	7	92	131
Other Ordinance Violations	11	5	147	156
Total Arrests	54	43	501	616
Miles Patrolled	3,386	3,517	33,713	36,710

The Morrison City Council met in Regular Session on November 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 Schroeder recorded the minutes.

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

Other City Officials present included: City Administrator Barry Dykhuizen, Chief of Police Brian Melton, City Engineer Shawn Ortgiesen and City Treasurer Evan Haag.

There was no public comment.

Engineer Ortgiesen stated that work on the waste water treatment plant collection system continues.

Mayor Pannier stated that he has recently given tours to two families who are considering moving to Morrison.

Alderman Helms moved to approve the Consent Agenda, which consisted of the following: October 27, 2014 Regular Session Minutes; Bills Payable; October 2014 Treasurers Report; Resolution #14-12 – Abate Dyke Real Estate Taxes; Resolution #14-13 – Abate Leal/Berge Real Estate Taxes; and Appointments to the Parks & Recreation Advisory Board, seconded by Alderman Wood. On a roll call vote of 7 ayes (Blean, Zuidema, Sullivan, Bender, Wood, Helms, Eizenga) and 0 nays, the motion carried.

Action Agenda Items:

- 1) Alderman Blean moved to approve the preliminary draft of the 2015 Annual Tax Levy, seconded by Alderman Zuidema. On a roll call vote of 7 ayes (Zuidema, Sullivan, Bender, Wood, Helms, Eizenga, Blean) and 0 nays, the motion carried.
- 2) Alderman Sullivan moved to approve Resolution #14-11 – Authorizing the Sale of Surplus Real Property Located at 703-705 West Morris Street, seconded by Alderman Eizenga. On a roll call vote of 8 ayes (Sullivan, Bender, Wood, Helms, Eizenga, Blean, Zuidema) and 0 nays, the motion carried.

Other Items for Consideration and Possible Action:

- 1) Administrator Dykhuizen stated that during the FY 2010 annual audit, a deficit in the general fund was discovered. As part of the auditor adjustments, a transfer was made from the water/sewer fund to the general fund to cover the deficit. No council action was taken and no payback terms were arranged. In 2011, \$100,000 was transferred back to the water/sewer fund from the general fund. \$406,485 is the balance remaining. This outstanding transfer/loan has affected the city's bond rating. Bond counsel has recommended waiving the transfer of the remaining funds back to the water/sewer fund. Council action is required to do so. The subject will be on the November 24, 2014 council agenda to request a waiver.

- 2) Mayor Pannier thanked the Morrison voters, who approved the 1% sales tax increase, which will be put toward street repairs. Attorney Zollinger stated that the next step is to adopt an ordinance to implement the new sales tax. Council will need to determine the rate desired... in $\frac{1}{4}\%$ increments up to 1%. It was the consensus of the Council to place the rate at 1%.
- 3) Council members provided the following updates/reminders:
 - a. Veterans Day ceremonies are 11/11/14 at 11 a.m.
 - b. Congratulations to Alderman Connelly and his wife, Wendy, in the arrival of their new daughter.
 - c. The Cut-a-thon continues at Vogel's barbershop on 11/11/14, with proceeds going toward Tom Vogel's medical bills.
 - d. Mayor Pannier stated he sent out congratulatory emails to the Senators and Representatives.
 - e. Route 30 at Jackson Street has been fixed.

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

Mayor Pannier adjourned the meeting at 7:30 p.m.

Approved:

Everett Pannier
Mayor

Melanie T. Schroeder
City Clerk

Memo

To: Mayor and Council
From: Melanie Schroeder, City Clerk/Collector
Date: 11/19/2014
Re: Bills Payable

The Bills Payable lists are in the amount of **\$137,992.45**.

Checks #49566 to #49597 are pre-paid checks.

**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 # 49566 TO CHECK # 49640

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
49566	TRIUMPH COMMUNITY BANK	LINE OF CREDIT - #145714	WATER/SEWER FUND / SEWER	2,211.38
			CHECK TOTAL	2,211.38
49567	DREW BLEAN	UNIFORMS	GENERAL FUND / STREETS	176.53
			CHECK TOTAL	176.53
49568	LECTRONICS, INC	MAINT SERV - BLDG	GENERAL FUND / COMMUNITY ROOM	20.70
			CHECK TOTAL	20.70
49569	RICK KUEHL	107 E NORTH STREET	GENERAL FUND / GENERAL FUND	250.00
			CHECK TOTAL	250.00
49570	MARTIN & COMPANY EXCAVATING	TEMP WATER - REFUND	WATER/SEWER FUND / GENERAL	95.35
			CHECK TOTAL	95.35
49571	RANDY GERLACH	UNIFORM REIMBURSEMENT	GENERAL FUND / CEMETERY	85.20
			CHECK TOTAL	85.20
49572	KENDRA KOPHAMER	UNIFORM REIMBURSEMENT	WATER/SEWER FUND / WATER	80.00
			CHECK TOTAL	80.00
49573	RYAN WIERSEMA	DEPOSIT REFUND	WATER/SEWER FUND / WATER	45.00
			CHECK TOTAL	45.00
			CHECK TOTAL	90.00
49574	MONTY GUSSE	DEPOSIT REFUND	WATER/SEWER FUND / WATER	5.20
			CHECK TOTAL	5.19
			CHECK TOTAL	10.39
49575	<i>Employee</i>	DEDUCTIBLE REIMBURSEMENT	SELF INSURED DEDUCTIBLE / GENERAL	62.40
			CHECK TOTAL	62.40
49576	<i>Employee</i>	DEDUCTIBLE REIMBURSEMENT	SELF INSURED DEDUCTIBLE / GENERAL	153.00
			CHECK TOTAL	153.00
49597	PAYMENT REMITTANCE CENTER	OPERATING SUPPLIES	GENERAL FUND / PARKS AND REC	1,856.60
		BIKE RACK	GENERAL FUND / ECONOMIC DEVELOPMENT	362.60
		TOURNAMENT AWARDS	GENERAL FUND / PARKS AND REC	343.17

FROM CHECK # 49566 TO CHECK # 49640

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
49597	PAYMENT REMITTANCE CENTER	TRAVEL/TRAINING	GENERAL FUND / CITY CLERK	186.71
		CHECK TOTAL		2,749.08
49598	AIRGAS NORTH CENTRAL	MAINT SUPP - EQUIPMENT	WATER/SEWER FUND / WATER	34.15
		CHECK TOTAL		34.15
49599	ALVARADO'S PLUMBING INC.	MAINT SERV - UTILITY SYSTEM	WATER/SEWER FUND / WATER	1,912.50
		CHECK TOTAL		1,912.50
49600	BONNELL INDUSTRIES	MAINT SERV - EQUIPMENT MAINT SUPP - EQUIPMENT MAINT SERV - EQUIPMENT	GENERAL FUND / STREETS GENERAL FUND / STREETS GENERAL FUND / STREETS	2,778.47 665.50 1,327.42
		CHECK TOTAL		4,771.39
49601	COM ED	ACCT. #1857130030	MOTOR FUEL TAX / GENERAL	5,621.42
		CHECK TOTAL		5,621.42
49602	CITY OF DIXON WATER DEPARTMENT	LAB FEES LAB FEES	WATER/SEWER FUND / WATER WATER/SEWER FUND / WATER	10.00 55.00
		CHECK TOTAL		65.00
49603	EASYPERMIT POSTAGE	POSTAGE	GENERAL FUND / ADMINISTRATIVE	343.27
		CHECK TOTAL		343.27
49604	ENGEL ELECTRIC CO.	STREET LGHT MAINT-RT30&CHERRY	GENERAL FUND / STREETS	326.10
		CHECK TOTAL		326.10
49605	FEHR-GRAHAM & ASSOCIATES	WWTP WWTP WATERWORKS LIFT STATION	WATER/SEWER FUND / SEWER WATER/SEWER FUND / SEWER WATER/SEWER FUND / SEWER	936.00 6,154.00 8,930.00
		CHECK TOTAL		16,020.00
49606	FIVE STAR ENTERPRISES	MAINT SERV - EQUIPMENT MAINT SUPP - EQUIPMENT	GENERAL FUND / CEMETERY WATER/SEWER FUND / WATER	71.25 339.95
		CHECK TOTAL		411.20
49607	GARAGE DOOR SPECIALISTS	MAINT SERV - BLDG	WATER/SEWER FUND / WATER	150.00
		CHECK TOTAL		150.00

FROM CHECK # 49566 TO CHECK # 49640

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
49608	GOLD STAR FS, INC.	AUTO FUEL/OIL	GENERAL FUND / PUBLIC SAFETY	1,385.48
		AUTO FUEL/OIL	GENERAL FUND / STREETS	1,185.10
		AUTO FUEL/OIL	GENERAL FUND / CEMETERY	176.51
		AUTO FUEL/OIL	GENERAL FUND / PARKS AND REC	353.01
		AUTO FUEL/OIL	WATER/SEWER FUND / WATER	428.64
		AUTO FUEL/OIL	WATER/SEWER FUND / SEWER	378.23
			CHECK TOTAL	3,906.97
49609	IL ASSOC OF CHIEFS OF POLICE	DUES	GENERAL FUND / PUBLIC SAFETY	110.00
			CHECK TOTAL	110.00
49610	ILLINOIS MUNICIPAL LEAGUE	DUES	GENERAL FUND / ADMINISTRATIVE	44.50
		DUES	GENERAL FUND / LEGISLATIVE	44.50
		DUES	GENERAL FUND / CITY CLERK	534.00
			CHECK TOTAL	534.00
49611	LEXISNEXIS RISK DATA MNGMNT	OTHER PROFESSIONAL SERVICES	GENERAL FUND / PUBLIC SAFETY	300.00
			CHECK TOTAL	300.00
49612	MEDIACOM	ACCT. #8384880210090324	GENERAL FUND / ADMINISTRATIVE	28.77
		ACCT. #8384880210090324	WATER/SEWER FUND / WATER	9.59
		ACCT. #8384880210090324	WATER/SEWER FUND / SEWER	9.58
		ACCT. #8384880210090332	GENERAL FUND / ADMINISTRATIVE	102.15
		ACCT. #8384880210090332	WATER/SEWER FUND / WATER	34.05
		ACCT. #8384880210090332	WATER/SEWER FUND / SEWER	34.05
		ACCT. #8384880210090332	GENERAL FUND / ADMINISTRATIVE	137.20
		ACCT. #8384880210090316	WATER/SEWER FUND / WATER	45.74
		ACCT. #8384880210090316	WATER/SEWER FUND / SEWER	45.72
		ACCT. #8384880210090316		446.85
			CHECK TOTAL	446.85
49613	MEREMA BROTHERS, INC.	MAINT SUPP - EQUIPMENT	GENERAL FUND / CEMETERY	42.75
			CHECK TOTAL	42.75
49614	MOORE MONUMENT CO.	ENGRAVING OF 1 BRICK PAVER	MEMORIAL PARK FUND / GENERAL	70.00
			CHECK TOTAL	70.00
49615	MORING DISPOSAL	MONTHLY REFUSE	GENERAL FUND / ADMINISTRATIVE	18,194.40
			CHECK TOTAL	18,194.40

FROM CHECK # 49566 TO CHECK # 49640

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
49616	MORRISON TIRE CENTER	MAINT SERV - EQUIPMENT	GENERAL FUND / PARKS AND REC	30.00
			CHECK TOTAL	30.00
49617	MORRISON TRUE VALUE	ACCT. #276576	WATER/SEWER FUND / SEWER	3.90
		ACCT. #276575	GENERAL FUND / PARKS AND REC	32.97
		ACCT. #276575	GENERAL FUND / PARKS AND REC	9.96
		ACCT. #276574	GENERAL FUND / PUBLIC SAFETY	42.59
		ACCT. #276573	GENERAL FUND / CEMETERY	10.88
		ACCT. #276572	GENERAL FUND / WATER	34.35
		ACCT. #276572	WATER/SEWER FUND / WATER	115.03
		ACCT. #276571	GENERAL FUND / STREETS	35.09
		ACCT. #276571	GENERAL FUND / STREETS	31.06
		ACCT. #276571	GENERAL FUND / STREETS	64.87
		ACCT. #276571	GENERAL FUND / ADMINISTRATIVE	6.12
		ACCT. #27657	GENERAL FUND / ADMINISTRATIVE	386.82
			CHECK TOTAL	700.00
49618	MUNICIPAL CODE CORPORATION	ORDINANCE CODIFICATION	GENERAL FUND / CITY CLERK	700.00
			CHECK TOTAL	700.00
49619	NICOR GAS	ACCT. #1998813880 6	WATER/SEWER FUND / WATER	14.67
			CHECK TOTAL	14.67
49620	PREMIER LINEN&UNIFORM RENTAL	MAINT SUPP - BLDG	GENERAL FUND / ADMINISTRATIVE	30.00
		MAINT SUPP - BLDG	WATER/SEWER FUND / WATER	30.00
		MAINT SUPP - BLDG	WATER/SEWER FUND / SEWER	30.00
		MAINT SUPP - BLDG	WATER/SEWER FUND / SEWER	30.00
		OPERATING SUPPLIES	GENERAL FUND / STREETS	30.00
		OPERATING SUPPLIES	GENERAL FUND / CEMETERY	30.00
		OPERATING SUPPLIES	GENERAL FUND / PARKS AND REC	30.00
			CHECK TOTAL	180.00
49621	PETTY CASH - CITY	MAINT SUPP - BLDG	GENERAL FUND / ADMINISTRATIVE	20.07
		POSTAGE-SLUDGE	WATER/SEWER FUND / SEWER	8.95
		TRAVEL/TRAINING	GENERAL FUND / ADMINISTRATIVE	14.47
		POSTAGE-FLUORIDE	WATER/SEWER FUND / WATER	3.40
			GENERAL FUND / ADMINISTRATIVE	12.35
			CHECK TOTAL	59.24
49622	PDC LABORATORIES INC.	LAB FEES	WATER/SEWER FUND / WATER	21.00
			CHECK TOTAL	21.00

FROM CHECK # 49566 TO CHECK # 49640

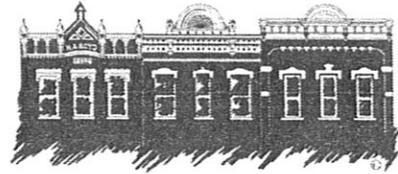
CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
49623	P F PETTIBONE & CO	UNIFORMS	GENERAL FUND / PUBLIC SAFETY	93.90
		CHECK TOTAL		93.90
49624	PITNEY BOWES	POSTAGE MACHINE RENTAL POSTAGE MACHINE RENTAL POSTAGE MACHINE RENTAL	GENERAL FUND / ADMINISTRATIVE WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER	17.07 17.07 17.06 51.20
		CHECK TOTAL		1730.49
49625	PLAINWELL BRASS, INC	MAINT SUPP - UTILITY SYSTEM MAINT SUPP - UTILITY SYSTEM MAINT SUPP - UTILITY SYSTEM	WATER/SEWER FUND / WATER WATER/SEWER FUND / WATER WATER/SEWER FUND / WATER	176.27 150.83 2,057.59
		CHECK TOTAL		85.00
49626	RICK'S AUTO BODY, INC.	MAINT SERV - EQUIPMENT	GENERAL FUND / PARKS AND REC	85.00
		CHECK TOTAL		85.00
49627	SAFEGUARD BUSINESS SYSTEMS	OFFICE SUPPLIES	GENERAL FUND / ADMINISTRATIVE	354.94
		CHECK TOTAL		354.94
49628	S.B.M., INC	OFFICE SUPPLIES	GENERAL FUND / ADMINISTRATIVE	19.73
		CHECK TOTAL		19.73
49629	THE BANK OF NEW YORK MELLON	2010 INTEREST PAYMENT 2010 PRINCIPAL PAYMENT	2008 & 2010 BONDS / 2008 GO BONDS 2008 & 2010 BONDS / 2008 GO BONDS	23,843.75 40,000.00 63,843.75
		CHECK TOTAL		972.00
49630	WARD, MURRAY, PAGE, JOHNSON PC	LEGAL SERVICE	GENERAL FUND / LEGISLATIVE	972.00
		CHECK TOTAL		972.00
49631	H&H MACHINE & FABRICATIONS	MAINT SERV - EQUIPMENT	WATER/SEWER FUND / SEWER	75.00
		CHECK TOTAL		75.00
49632	THE EMBLEM AUTHORITY	UNIFORMS	GENERAL FUND / PUBLIC SAFETY	196.00
		CHECK TOTAL		196.00
49633	INTERSTATE INDUSTRIAL SERVICE	MAINT SERV - EQUIPMENT	WATER/SEWER FUND / SEWER	445.28
		CHECK TOTAL		445.28

FROM CHECK # 49566 TO CHECK # 49640

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
49634	US CELLULAR	ACCT. #928070215	GENERAL FUND / ADMINISTRATIVE	204.48
		ACCT. #928070215	WATER/SEWER FUND / WATER	68.16
		ACCT. #928070215	WATER/SEWER FUND / SEWER	68.15
			CHECK TOTAL	340.79
49635	VERIZON	ACCT. #8420009905-00001	WATER/SEWER FUND / SEWER	75.77
			CHECK TOTAL	75.77
49636	VIKING CHEMICAL COMPANY	CHEMICALS	WATER/SEWER FUND / WATER	1,832.24
			CHECK TOTAL	1,832.24
49637	WHITESIDE COUNTY SHERIFF DEPT	SERV # - 2013-05106	GENERAL FUND / PUBLIC SAFETY	31.00
		SERV # - 2013-05107	GENERAL FUND / PUBLIC SAFETY	31.00
		SERV # - 2013-05109	GENERAL FUND / PUBLIC SAFETY	31.00
			CHECK TOTAL	93.00
49638	WILCO RENTAL, INC.	MAINT SERV - EQUIPMENT	GENERAL FUND / CEMETERY	538.08
			CHECK TOTAL	538.08
49639	WNS PUBLICATIONS, INC.	PUBLIC HEARING NOTICE TREASURER'S REPORT	GENERAL FUND / ADMINISTRATIVE GENERAL FUND / LEGISLATIVE	256.25 738.00
			CHECK TOTAL	994.25
49640	ZIMMER & FRANCESCO, INC.	MAINT SUPP - UTILITY SYSTEM MAINT SUPP - UTILITY SYSTEM MAINT SUPP - UTILITY SYSTEM SMALL TOOLS	WATER/SEWER FUND / WATER WATER/SEWER FUND / SEWER WATER/SEWER FUND / WATER WATER/SEWER FUND / WATER	3,397.80 840.50 999.30 50.57
			CHECK TOTAL	5,288.17
			WARRANT TOTAL	137,992.45

CITY OF MORRISON

200 West Main Street
Morrison, Illinois 61270-2400
Phone: 815-772-7657
Fax: 815-772-4291
morrisonil.org



CITY OF MORRISON 2015 REGULARLY-SCHEDULED MEETING SCHEDULE

COUNCIL MEETINGS*

Monday, January 12	Monday, January 26
Monday, February 9	Monday, February 23
Monday, March 9	Monday, March 23
Monday, April 13	Monday, April 27
Monday, May 11	<u>Tuesday</u> , May 26
Monday, June 8	Monday, June 22
Monday, July 13	Monday, July 27
Monday, August 10	Monday, August 24
Monday, September 14	Monday, September 28
<u>Tuesday</u> , October 13	Monday, October 26
Monday, November 9	Monday, November 23
Monday, December 14	Monday, December 28

*Council Meetings: 2nd and 4th Mondays of every month at 7 p.m.
and are held at the Whiteside County Board Room, 400 N. Cherry St,
unless otherwise specified.

The following meetings are held in the Lower Level Conference Room
at City Hall, 200 W. Main St, unless otherwise specified.

PLANNING/ZONING BOARD:

Last WEDNESDAY of each month at 5:30 p.m.

HISTORIC PRESERVATION COMMISSION:

1st TUESDAY of each month at 5 p.m.

**CITY OF MORRISON
2015 HOLIDAY SCHEDULE**

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Years Day	Thursday, January 1, 2015
Presidents Day	Monday, February 16, 2015
Memorial Day	Monday, May 25, 2015
Independence Day	Friday, July 3, 2015
Labor Day	Monday, September 7, 2015
Columbus Day	Monday, October 12, 2015
Veteran's Day	Wednesday, November 11, 2015
Thanksgiving	Thursday, November 26, 2015 Friday, November 27, 2015
Christmas Eve	Thursday, December 24, 2015
Christmas Day	Friday, December 25, 2015
New Year's Eve	Thursday, December 31, 2015

To: Morrison City Council

November 18, 2014

I am pleased to recommend Barbara Benson as the fifth person to serve on the newly formed Morrison Parks and Recreation Advisory Board. (Ordinance14-21).

Barb and her husband Phil are lifelong residents of Morrison. Phil owns and operates the Morrison Machine Shop. Barb is employed by Whiteside County and has been active in many community affairs over the years. The past few years she has been involved with the Friends of the Parks and has been very instrumental in their successful fund raising activities. Barb will bring enthusiastic yet unbiased opinions as to how Morrison can improve and optimize our facilities and programs.

I urge you to support this nomination.

Regards,



Everett Pannier

Mayor-City of Morrison, IL.

RESOLUTION NO. 14-15

RESOLUTION WAIVING REPAYMENT OF MONIES LOANED FROM THE WATER/SEWER FUND TO THE GENERAL FUND AND DECLARING THE PRIOR TRANSFER AS HAVING BEEN FOR GENERAL CORPORATE PURPOSES

WHEREAS, the City of Morrison is authorized under 65 ILCS 5/11-150-1 to charge a fair and reasonable amount for Water/Sewer services to individuals or entities receiving such services from the City and utilize all such funds for general corporate purposes; and

WHEREAS, in fiscal year 2010, at the recommendation of the City Auditor, the City of Morrison, Whiteside County, Illinois, transferred an aggregate amount of \$509,774.00 from the Water/ Sewer fund to the City's General Fund for general corporate purposes; and

WHEREAS, the original intent of the Corporate Authorities was that the transfer would be treated as an inter-fund loan obligation; and

WHEREAS, in 2011, the Corporate Authorities for the City of Morrison authorized transfer of \$100,000.00 from the General Fund to the Water/Sewer fund, to reduce the principal balance of the inter-fund loan obligation; and

WHEREAS, the members of the City Council for the City of Morrison have been advised that the outstanding balance of the inter-fund loan is negatively impacting the Standard and Poors bond rating for the City of Morrison; and

WHEREAS, the City Council is of the opinion that it is in the best interests of the finances of the City to formally waive repayment of any inter-fund loan obligation between the Water/Sewer fund and the General Fund and to affirmatively declare the transfer permanent and for general corporate purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the City Council of the City of Morrison, Illinois, as follows:

Section 1. The remaining balance of the inter-fund loan obligation between the Water/Sewer fund and the General Fund, is hereby forgiven. To the extent required by law the outstanding balance shall be treated as having been a permanent inter-fund transfer permitting use of all such funds for general corporate purposes.

Section 2. The Mayor, City Clerk, as well as any auditor for the City of Morrison, are hereby authorized and directed to take such further actions made necessary to carry out the intent of this Resolution.

Section 3. All Resolutions and parts of Resolutions in conflict herewith are to the extent of such conflict hereby repealed.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed by the Mayor and the City Council of the City of Morrison, on the _____ day of November, 2014.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 14 - 24

**AN ORDINANCE AUTHORIZING IMPOSITION OF A VOTER APPROVED
NON-HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND NON-HOME
RULE MUNICIPAL SERVICE OCCUPATION TAX AT THE RATE OF 1%**

WHEREAS, the City of Morrison, Whiteside County, Illinois (the "City"), has authority under Sections 8-11-1.1, 8-11-1.3, and 8-11-1.4 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) (the "Code"), to impose by ordinance, after majority approval by the electors of the City voting through referendum, a non-home rule municipal retailers' and a non-home rule service occupation tax; and

WHEREAS, Section 8-11-1.3 and 8-11-1.4 of the Code provides that a non-home rule municipal retailers' and service occupation tax may not be more than 1% and may be imposed only in 1/4% increments; and

WHEREAS, pursuant to Resolution No 14-11 a referendum for the electors of the City of Morrison seeking authority for imposition of a non-home rule municipal retailers' occupation tax and a non-home rule municipal service occupation tax was authorized to be placed before the electors at the November 4th, 2014, election; and

WHEREAS, on November 4th, 2014, a majority of electors within the City of Morrison approved authorizing the City Council to impose a non-home rule municipal retailers' occupation tax and a non-home rule municipal service occupation tax, with the Whiteside County Clerk issuing official canvassed results on November 20th, 2014, a copy of which are attached as Exhibit A; and

WHEREAS, the City Council now finds that it is in the best interest of the City to formally impose a non-home rule municipal retailers' occupation tax of 1% and a non-home rule municipal service occupation tax of 1%.

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

Section 1. Incorporation of Preambles.

The City Council of the City of Morrison finds that the recitals set forth above are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Imposition of Tax.

A non-home rule municipal retailers' occupation tax of 1% and a non-home rule municipal service occupation tax of 1% is hereby imposed, with initial imposition dates to be as administered by the Illinois Department of Revenue.

Section 3. Department of Revenue.

The Illinois Department of Revenue is requested, upon receipt of the certifications required by 65 ILCS 5/8-11-1.1, to process and administer all such imposed taxes, effective on and after July 1st, 2015.

Section 4. Notice & Certification.

The City Clerk shall post a copy of this Ordinance at the principal office of the City and take all steps necessary to file with the Illinois Department of Revenue a certified copy of the Original Resolution authorizing referendum, certified Canvas of Results from the Whiteside County Clerk, and a certified copy of this Ordinance imposing said taxes.

Section 5. Execution of Documents.

The Mayor and the City Clerk are hereby authorized and directed to do all things necessary and essential, including the execution of any documents or certificates, to carry out the provisions of this Ordinance.

Section 6. Effective Date.

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

Section 7. Prior Ordinances.

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

Section 8. Severability.

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 9. Publication.

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

Passed by the Mayor and the City Council of the City of Morrison, on the _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

Whiteside County Illinois
Canvass of Votes
November 4, 2014
Dana Nelson - Couty Clerk

I, Dana Nelson, Whiteside County Clerk, do hereby certify that the above is a correct copy of the Canvass of Votes cast at the General Election held in Whiteside County on November 4, 2014. This Abstract was made by me, the County Canvassing Board of Whiteside County, Illinois and is now on file in my office.

Dated: November 20, 2014

Signed Dana Nelson

Dana Nelson
Whiteside County Clerk



Statement of Votes Cast
 Whiteside County, IL
 November 4, 2014
 General Election
 SOVC For Jurisdiction Wide, All Counters, All Races
 Official Results

C-Morrison Retail Tax

Jurisdiction Wide	Reg. Voters	Vote For	Times Counted	Total Votes	Times Over Voted	Number Of Under Votes	YES	NO
Union Grove	41	1	17	17	0	0	13 76.47%	4 23.53%
Mt Pleasant 1	538	1	290	274	4	12	169 61.68%	105 38.32%
Mt Pleasant 2	859	1	511	501	0	10	307 61.28%	194 38.72%
Mt Pleasant 3	533	1	282	277	0	5	151 54.51%	126 45.49%
Mt Pleasant 4	703	1	352	345	2	5	197 57.10%	148 42.90%
Total	2674	5	1452	1414	6	32	837 59.19%	577 40.81%

Moring Disposal, Inc.

P.O. Box 158 Forresteron, Illinois 61030
(815) 938-3602 (815) 233-9216

November 19, 2014

Mr. Barry Dykhuizen, City Administrator
City of Morrison
200 W. Main Street
Morrison, IL 61270

Dear Barry:

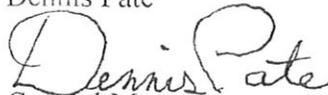
On behalf of Moring Disposal, I would like to express our appreciation to the City of Morrison for your continuing business with our company. I would also like to thank you and Mayor Pannier for your time in meeting with Larry Moring and I recently to discuss the curbside refuse, recycling and yard waste disposal programs in Morrison. It was a pleasure to meet you both.

As we discussed during the meeting, Moring Disposal would request that the City approve an increase in the monthly per home rate of \$0.50 cents per month. This is mainly due to the fact that we continue to experience significant increases in our business and health insurance costs, along with rising labor and equipment costs which we simply cannot continue to absorb. This would increase your per home rate from \$10.64 to \$11.14. We would ask that this new rate become effective November 1, 2014.

The service package in your community includes: curbside refuse collection of up to 3-35 gallon bags or cans, unlimited recycling collection, weekly bulky item pick up, landscape waste collection weekly during the month of April through September each year and twice weekly during the months of October and November. We hope that you can clearly see the great value of our services in your community.

Please feel free to contact me at any time with your questions, comments or concerns regarding this request. Thank you.

Sincerely,
Dennis Pate



Dennis Pate
General Manager

Moring Disposal, Inc.

AGREEMENT FOR THE COLLECTION AND DISPOSAL OF
RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS

This Agreement made and entered into this 14th day of March, 2011, by and between the CITY OF MORRISON, an Illinois municipal corporation, (hereinafter referred to as "CITY") and MORING DISPOSAL, INC., an Illinois corporation (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, finds it necessary to revise several of the present methods of collection and disposal of residential garbage within the City; and

WHEREAS, this Agreement provides further that it may be amended by mutual consent of both the City and the Contractor if the amendment is in writing and properly approved; and

WHEREAS, the City recognizes the value of, and desires to embark upon, a curbside recycling program, and a residential garbage program; and

WHEREAS, the Contractor has demonstrated his desire to perform the collection of recyclable materials, the collection of yard waste, and the collection of residential garbage; and

WHEREAS, the Contractor has the equipment, personnel and ability necessary to perform the collection of recyclable materials, the collection of yard waste, and the collection of residential garbage; and

WHEREAS, the City seeks to utilize the expertise of the Contractor relating to collection of recyclables, yard waste, and residential garbage; and

WHEREAS, the Contractor is ready and willing to collect recyclables, yard waste and residential garbage throughout the tenure of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the conditions hereinafter contained, the parties hereby agree as follows:

A. DEFINITIONS

As used in the Agreement, the following words shall have the meaning as follows:

Residential Garbage or Household Garbage: Garbage, refuse and rubbish (as defined herein) as collected from City residents currently receiving curbside solid waste collection service. Refuse shall have those meanings as defined in 65 ILCS 5/11-19-2, but shall exclude hazardous materials requiring special handling or permits under applicable environmental laws or regulations. For the purpose of this Agreement, the terms refuse, garbage, rubbish, solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined (for example, yard waste).

Household Garbage – Large Items/Bulky Wastes: Large items/bulky wastes are any non-hazardous, non-liquid household municipal waste which is too large or otherwise impractical for containment in a 35 gallon refuse bag or container. Large Items/Bulky waste shall include but shall not limited to: Lawn tools, large toys, and furniture items of a size and nature that can be reasonably handled by (1) person.

Neither “Garbage and Rubbish” nor “Garbage and Rubbish or Large Items/Bulky Wastes” shall include waste from any manufacturing or demolition process, construction materials, wood, tile or carpet flooring, lumber, steel posts or fencing, broken concrete, brick, block, large rocks, automobile parts other than tires, or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City or Contractor’s employees.

Large items/bulky wastes shall exclude white goods and hazardous material requiring special handling or permits under applicable environmental laws and regulations.

Public Awareness Program: Program developed by the City and the Contractor to inform and encourage residents to use the recycling collection service.

Recyclable Materials: Also known as “Recyclable Items” or “Recyclables” - shall mean newsprint, magazines, catalogs, phone books, soft cover books, hard cover books with covers removed, file folders, envelopes, junk mail, fliers, brochures, food boxes and cartons, wet strength beverage packaging, cardboard boxes, and all types of food and beverage containers, such as glass and plastic jars and bottles, tin and aluminum cans, aluminum foil products, pie and cake tins, computer paper, white office paper, and chipboard.

Recycling: The use (collection, remanufacture, etc.) of secondary materials as feedstock for the production of new materials or products.

Recycling Center: Location selected by the Contractor for the purpose of delivering recyclable materials.

Recycling Containers: A plastic container stamped with a recycling logo, purchased by the City and distributed by the City to residents receiving residential curbside service.

Appliance/White-Goods: White-good items shall be defined by the Illinois Environmental Protection Agency and shall include refrigerators, stoves, air conditioners, de-humidifiers, washers/dryers, dishwashers, and water heater/softeners.

Yard Waste: Yard waste shall mean any waste materials typically derived from landscaping including, but not limited to, grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example, pine cones and crab apples), and other similar organic waste materials accumulated as the result of the usual and customary cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens.

B. GARBAGE/REFUSE COLLECTION SERVICES; Residential

Section I. SCOPE OF SERVICES

- A. Contractor shall provide weekly curbside collection of residential solid waste within the City limits from residential dwelling units and multi family dwelling units up to and including eight (8) units. Contractor shall remove only garbage and rubbish which has been placed in the appropriate containers or bags. Garbage placed at the curb in a container or bag other than the size or type of container or bag specified will not be collected by the Contractor.
- B. Contractor shall collect a total of three (3) plastic bags or refuse containers with each bag or refuse container not exceeding 35 gallons in capacity or 35 pounds in weight of household garbage from each residential dwelling within the City. Garbage will be collected at the curb by the Contractor provided the garbage and rubbish is contained in appropriate bags or containers as defined. Up to one (1) Large Item/Bulky Waste item (as defined herein) shall be collected along with the regular curbside refuse collection service. Residents with bags or containers in excess of the three (3) allowed in any given week shall be required to place \$.75 cent extra item stickers on all additional items which can be purchased at various local merchants within the City. Residents with more than the one (1) Large Item/Bulky Waste item included in any given week shall be required to place two (2) extra item stickers on those additional items for collection. Residents must call the Contractor to notify the Contractor of any additional bulky items above the one allowed per week to be collected.

- C. Contractor shall not be required to collect volumes of household waste in excess of the three plastic bags or refuse containers and one large item/large bulky waste item as described above set out at the curb due to a move in or move out from a residential dwelling. Residents or building owners are responsible for making special pick up arrangements for high volumes of refuse directly with the contractor.
- D. Contractor shall not collect or pick up any garbage bags with visible evidence of yard waste (herein defined) contained therein.
- E. Removal of Appliance/White-goods: At the resident's expense, Morrison Residents must notify the contractor for removal of appliance/white-goods. Residents shall be required to place (20) \$.75 cent extra item stickers on each appliance set out for collection by Contractor.

Section II: SCHEDULE OF COLLECTION

- A. Collections are to be made Monday through Friday in accordance with a schedule of pickups to be established by the mutual agreement of the City and Contractor. Service hours shall not begin prior to 6:00 a.m. or continue past 5:00 p.m.
- B. Hours and Standards of Collection: The Contractor shall not commence work before 6:00 am and shall cease collection by 5:00 pm. The contractor shall furnish a sufficient number of vehicles and personnel to accomplish the work within this period. The contractor's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.
- C. The Contractor shall return all containers at each stop to the general location at which they were found except that carts and/or bins shall not be placed in the middle of driveways, in driveway aprons, or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle.
- D. The Contractor shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premise, curb-and-gutter, or streets shall be immediately cleaned up in a good workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. The Contractor shall not be responsible for collecting or cleaning up refuse, recyclables, or yard waste that has blown, fallen, leaked, or scattered from bags, cans, bins, or other containers through no fault of the collection crew.

E. Holidays

For the purposes of this agreement, the following holidays shall be deemed official holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Should any of the aforementioned holidays occur on a regularly scheduled collection day, the collection for said day shall be rescheduled to the next day, and all subsequent collection days following the holiday shall occur one day behind schedule until the beginning of the next full work week.

The Contractor shall give a notice by local newspaper publication of the rescheduling of collections due to a holiday. This notice shall be forwarded to the newspaper prior to the holiday in the form of a public service announcement and shall include the date and time the rescheduled collection(s) will occur and the date and time the normal collection will resume.

- F. Days of Collection: The City shall be divided into two (2) geographic sectors divided by the Union Pacific tracks for collection with all residents in each sector to receive all refuse and recyclables collection services on the same day. Yard waste collection may be on other days of the week. The City and the Contractor may change the day(s) of collection by mutual agreement, however, each residence of a sector will receive collection services on the same day. At the onset of this agreement, the South side of the tracks shall be serviced on Tuesday and the North side on Thursday.

Section III: Quality Control – Service Expectations

- A. Missed Pickups and Complaints: The Contractor shall promptly investigate all complaints of missed pick-ups, and shall arrange for collections of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next business day. The Contractor and the City agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pickups. The Contractor agrees to provide "Report Cards" to be left at the resident's property clearly explaining the reasons(s) services (refuse, recycling, or yard waste collection) were not provided and what actions, if any, can be taken by the resident in the future to ensure collection of materials. Such notices are to be designed and printed by the Contractor. In the event of valid complaints for other

incidents, including, but not limited to, breakage of glass and material dropped during collection which is not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next business day. The Contractor shall maintain a daily log of complaints received. Complaint records shall be forwarded by Contractor to City for inspection upon request of the City during regular business hours.

- B. Accident Prevention and Notification: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs as required by all applicable laws, regulations, and building codes in connection with the work of the contract. Precaution shall be exercised at all times for the protection of persons and property.
- C. The safety provisions of all applicable laws, regulations, and buildings codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.
- D.

C. CURBSIDE RECYCLING SERVICE

Section I: SCOPE OF SERVICES

The Contractor shall perform recycling collection services in the City as follows:

- A. Contractor shall collect and remove all recyclables which are segregated and placed in recycling containers at the curbside on public streets, from all residential dwelling units receiving residential curbside solid waste collection service in the City.
- B. An unlimited volume of residential recyclables will be collected at the curb by the Contractor provided the recyclables are contained in recycling containers or other containers clearly marked for recycling at the curb. Contractor will promptly broom sweep and clean up any materials spilled by the Contractor during the pick-up process.
- C. The Contractor shall have the right to reject any recyclable materials which are not properly prepared for collection. Any materials so rejected shall remain in the customer's recycling bin. Rejection of recycled items would typically occur due to containers not being empty and free of liquid or residue or from improper items being placed out for recycling.

Section II: SCHEDULE OF COLLECTION

Collection of recyclables shall be provided on a weekly basis, occurring on the same day as garbage and refuse collection. All items covered in Part B entitled Garbage/Refuse Collection Services; Residential above pertaining to schedule of collection and standard of service shall apply to this section.

Section III: RECYCLING CONTAINERS

~~The City shall purchase and deliver 18 gallon recycling containers as necessary to each residential dwelling unit receiving Residential Refuse Collection Service in the City on or about March 1, 2011.~~ The title to the recycling containers shall remain with the City. Contractor shall have no responsibility for the replacement or retrieval unless it is due to the fault of the Contractor.

Section IV: REPLACEMENT OF RECYCLING CONTAINERS

The City agrees that the City will provide replacement recycling containers for a fee when notified by a resident or the Contractor that a recycling container is damaged or missing.

If the Contractor is at fault, the Contractor must notify the City promptly and the City will replace the container seeking reimbursement from the Contractor for the replacement container.

If the resident is at fault (i.e., a "lost" container, damaged container), a replacement container will be provided by the City and the resident will be required to pay the City for the replacement container. If the container is stolen, the resident must report the theft to the City Police Department. Upon verification of theft, the City will secure a replacement container for the resident at the City's expense.

Residents moving into a new home within the City will contact the City for a recycling container. Residents moving into a home previously owned will be given the bin assigned to the existing resident as the bin will be registered to the home's street address.

Section V: MARKETING OF RECYCLABLE MATERIALS

Contractor shall be responsible for marketing all recyclable materials collected and shall retain any proceeds therefrom. In the event that the Contractor would be required to pay tipping fees in addition to existing transportation and processing expenses in order to continue to market or otherwise dispose of recycled material, the Contractor may, upon written notice, reopen negotiations concerning monthly recycling rates.

Section VI: PROTECTION OF RECYCLABLE MATERIALS

City agrees to take such steps as may be reasonably practical to protect Contractor's ownership in all recyclable material placed at the curbside for collection by Contractor under the terms of this Agreement. These steps would include but not be limited to reasonable attempts to enforce the Anti-Scavenging Ordinance.

Section VII: DOCUMENTATION/REPORTS

If circumstances arise wherein collected recyclables cannot be marketed within 60 days from the date of collection, Contractor is required to notify the City in writing that the recyclables are unmarketable and state the reason(s). Both parties shall work out a mutually agreeable solution to said problem.

Section VIII: EQUIPMENT TO BE USED BY CONTRACTOR

The Contractor shall utilize a truck solely designed for the pick-up of residential refuse and recyclable materials and staffed with at least one collection worker who picks up recycled materials and dumps them into the collection vehicle.

Section IX: RECYCLING CENTER

The Contractor shall select a recycling processing center. Title to recyclables brought to the recycling center shall be with Contractor, and Contractor shall have the responsibility for the sale of such recyclables.

D. YARD WASTE

Section I: YARD WASTE COLLECTION SERVICES

- A. CONTRACTOR shall provide yard waste removal to all residential dwellings within the CITY. Residents who wish to utilize this service can place yard waste out at the curb or alley in containers not exceeding 35 gallons in capacity or 35 pounds in weight which are clearly marked with a large "X" to indicate that the container does contain yard waste, or yard waste can be placed in biodegradable craft yard waste bags. CONTRACTOR will also accept brush provided that no individual piece of brush material exceeds two (2") inches in diameter and is not more than four (4) feet in length. All brush material must be prepared in bundles not exceeding one (1) foot in diameter. Yard waste will be collected on the same day each week to be determined by the CONTRACTOR and approved by the CITY. Yard waste collection will run from the first week in April through the last week in November each year (weather permitting).

- B. During the months of October and November each year the Contractor shall collect yard waste from the curb twice weekly. This pickup and removal shall be available at all residential dwelling units receiving residential refuse collection service in the City. Pick up days for this service shall be agreed upon between the City and the Contractor.
- C. Contractor agrees to collect evergreen Christmas trees curbside following the holiday season of each year to all residential dwellings included in the curbside refuse collection program through the month of January. The City and the Contractor will work together to educate the public with respect to the condition of the trees before collection by the Contractor. Contractor will not collect trees with any wire, plastic of any sort, cloth, glass, or metals of any classification, or trees containing strings of Christmas lights.

E. PUBLIC AWARENESS PROGRAM

Section I: Curbside Refuse, Recycling & Yard Waste Outline

The Contractor shall design and prepare a "City of Morrison Curbside Refuse, Recycling & Yard Waste Outline" and make the outline available to the City for distribution as necessary. Contractor shall periodically distribute the outline via direct mail or publish the outline in local print media. The contents of such materials shall be mutually agreed upon by the City and Contractor.

Section II: THE "HAULER LETTER"

The Contractor shall periodically develop and distribute a "hauler letter" for all the City residents currently receiving curbside solid waste collection service. The "hauler letter" will contain information on the revised collection service and other recycling and disposal data, instructions and statistics. The contents of the letter, as well as the agreed upon delivery circumstances, will be mutually agreed upon by the Contractor and the City.

Section III: REPORT CARDS

The Contractor shall implement a public information program whereby the Contractor's employees will leave a checklist "Report Card" indicating the reason garbage and rubbish or recyclable materials were rejected. The contents of the written report card must be approved by the City before implementation of the report card program by the Contractor.

F. COMPENSATION

Section I: MONTHLY RATE

- A. The City will compensate the Contractor for collection of garbage, refuse and recyclable materials upon the basis of the total number of dwelling units serviceable each month, as defined in Section II below. Commencing March 1, 2011 the monthly rate for compensation to the Contractor for each residential dwelling unit shall be set at \$10.18. Payment from the City to the Contractor shall be on a monthly basis, and said payment shall be due at the end of each month.
- B. The Contractor shall not be precluded from requesting a rate increase adjustment based upon unforeseen, material and substantial increases directly affecting Contractor's cost of operations arising from changes in disposal location sites, changes in controlling statutes, rules and regulations, and other material and substantial increase in costs of operation which shall not include depreciation, all being beyond the Contractor's or the City's control. The City shall negotiate such requests promptly and in good faith. 

Section II: NUMBER OF UNITS

$$1,775 \times 10.18 \times 12 = \$216,825$$

The monthly number of dwelling units serviceable as of March 1, 2011 is estimated to be one thousand seven hundred seventy five (1775). Serviceable units shall not include vacant residential dwelling units. The City shall report to the Contractor by the 10th day of each month on the number of dwelling units serviceable in the previous month and Contractor shall invoice City based on that number. Additions or deductions in the number of units collected may be requested by the Contractor or the City and shall be subject to the verification and agreement by both parties. Such adjustments may not be made more often than once per month.

$$1,775 \times 10.18 = \$18,069.50$$

Rate \$11.10 Feb '09 (46.00 yr)
 increase .50¢ May '12
 = \$10,200

F. CONTRACT CONDITIONS

This Agreement is entered into subject to the following conditions:

Section I. INVALID PROVISION

In the event that any provision or portion thereof of this Agreement shall be determined to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion of this Agreement.

\$10.18 fee
 \$ 11.10 change

 .92 cleared

$$-.92 \times 1,818 \times 12 = \$20,000$$

$$-.92 + .50 \times 1,818 \times 12 = \$30,000$$

$$\begin{aligned} \$10.18 \times .5\% &= .51 + 10.18 = \$10.69 \times 1,818 = \$19,435 \times 12 = \$233,285 \\ \$11.60 \times 1,818 \times 12 &= \$253,000 \end{aligned}$$

$$\begin{aligned} 1,647.5 \times 11.10 &= 18,509.26 \\ \text{Nov } 11.10 & \\ \text{1,818 units} & \\ \text{20.179} & \\ \hline &1,670.54 \\ \$11.10 & \rightarrow \$11.60 \\ \sim & \$20,000 \\ & \text{per year} \end{aligned}$$

Section II. EXCLUSIVE GRANT

The City agrees that, in consideration of the faithful performance of the obligations herein undertaken by Contractor, it does, by execution of the Agreement pursuant to enabling resolution, give and grant to Contractor for the terms of this Agreement only, the sole and exclusive franchise to collect and dispose of garbage and rubbish, recycled material, yard waste, large item bulky waste and white goods of all types as in herein provided, within the entire corporate limits of the City, for all single-family, multi-family units up to and including (8) units, and municipal buildings located therein. This grant expressly includes the right and duty to service lands annexed to the City during the term of this Agreement and to service all residential dwellings, and municipal buildings constructed during said terms, service to be provided on the same terms as set forth herein.

Section III. AMENDMENTS

No amendment to this Agreement shall be made except upon the written agreement of the parties.

Section IV. INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder in accordance with the terms of this Agreement, and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefits available or granted to employees of the City.

Section V. RIGHT TO REQUIRE PERFORMANCE

The failure of a party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of said party hereafter to enforce same. Nor shall waiver of a party of any breach of provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions hereof nor be taken or held to be a waiver of any provision itself.

Section VI. POINT OF CONTACT

Contact between the Contractor and the City shall be directed by the Contractor to the designated contact person within the City. The designated contact person for the City is the City Clerk. The City Council of the City of Morrison may designate a contact person other than the person listed above.

Section VII. NOTICE

All notices in connection with this Agreement shall be delivered personally to or mailed certified mail; return receipt requested and shall be deemed given when so mailed to the parties as follows:

If to the Contractor: MORING DISPOSAL, INC.

GENERAL MANAGER

PO BOX 158

FORRESTON, IL 61030

If to the City: CITY OF MORRISON CITY OF MORRISON

CITY CLERK, DIRECTOR OF PUBLIC WORKS

200 W. MAIN STREET 200 W. MAIN STREET

MORRISON, IL 61270 MORRISON, IL 61270

(815) 772-7657 (815) 772-8493

Section VIII. INSURANCE

- A. The contractor shall carry all insurance coverage required by law. In addition, the contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois.
- B. Workers' Compensation and Occupational Diseases Insurance-statutory amount for Illinois.
- C. General Liability Insurance:
 - 1. Bodily injury, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - 2. Property damage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - 3. Contractual insurance-broad form, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

D. Automotive Liability Insurance:

1. Bodily injury, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
2. Property damage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

E. Umbrella or excess liability coverage of \$5,000,000 per occurrence and in the aggregate.

F. All insurance premiums shall be paid without cost to the City. The contractor shall furnish to the City a Certificate of Insurance attesting to the respective insurance coverage. The City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty at least (30) days prior to the effective date of cancellation.

Section IX. FINANCIAL GUARANTEE

The Contractor shall provide a PERFORMANCE BOND or IRREVOCABLE LETTER OF CREDIT in the principal amount of One Hundred Thousand Dollars (\$100,000) with the City of Morrison as payee. Said FINANCIAL GUARANTEE shall be payable to the City in the event that the Contractor is unable to reasonably provide the collection of recyclable materials, the collection of yard waste, and the collection of residential garbage. In the event that Contractor does not provide said services, the City must provide written notice to the Contractor describing how it has not reasonably provided the collection of recyclable materials, the collection of yard waste, and the collection of residential garbage. The Contractor shall be given seven (7) days to reasonably rectify said problems. The performance bond or irrevocable letter of credit would only be paid in the event that the Contractor does not reasonably rectify said problems.

Section X. TERM OF AGREEMENT

A. ~~The term of this Agreement shall be for a six (6) year two (2) month period beginning March 1, 2011 through April 30, 2017.~~

B. The City and the Contractor may agree to renew or extend the agreement subject to appropriation and budgeting for additional terms beyond the original termination date, upon such terms and conditions as the parties shall mutually agree.

Section XI. WEATHER EMERGENCY AND ACT OF GOD

If severe weather makes collection reasonably impossible on certain days, the collection schedule may be altered as reasonably necessary to provide the service.

Contractor will not be liable for the failure to perform its duties if the failure is caused by a catastrophe, riot, war, government order or regulation, fire, accident, act of God, strike, or other similar contingency beyond the reasonable control of Contractor. In the event that the Contractor does not perform its duties for one of the aforementioned reasons, both parties shall work out a mutually agreeable solution to said problem.

Section XII. COLLECTION FROM CITY FACILITIES

The Contractor shall provide, at no cost to the City, once a week refuse collection and disposal from the following City-owned locations: City Hall and public works buildings, wastewater plant, sports complex, library/community room, Grove Hill Cemetery, other City-owned properties, and other new facilities when added by the City. The Contractor shall supply the City with appropriate dumpsters or containers for City-owned properties without charge. The City reserves the right to increase or decrease the size of said containers and frequency of their collection. The City reserves the option, at its sole discretion, to add or remove any City-designated location from collection service. The City shall notify the Contractor in writing of any such changes.

Section XIII. INDEMNITY

The Contractor shall indemnify, defend, save and hold harmless the City, individually and collectively, its officials, officers, and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, fines, damages, lawsuits, proceedings, or causes of action, including workers compensation claims, of any kind or nature whatsoever, including reasonable attorneys' fees and costs of defense, that the City may suffer, incur, sustain, or become liable for, on account of any injury to or death of Contractor's employees, or injury or death to any other person or damage to or injury to real estate or personal property, to the extent resulting from the Contractor's, its agents, retailers, employees, or any of the Contractor's subcontractor's negligent acts, omissions, or willful misconduct in the performance of the services to be conducted, including, but not limited to ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor, subsidiary, or Contractor's breach of this contract.

The City shall indemnify, defend, save and hold harmless the Contractor, individually and collectively, its officials, officers, and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, fines, damages, lawsuits, proceedings, or causes of action, including workers compensation claims, of any kind or nature whatsoever, including reasonable attorneys' fees and costs of defense, that the Contractor may suffer, incur, sustain, or become liable for, on account of any injury to or death of City's employees, or injury or death to any other person or damage to or injury to real estate or personal property, to the extent resulting from the City's, its agents, retailers, employees, or any of the City's contractor's negligent acts, omissions, or willful misconduct.

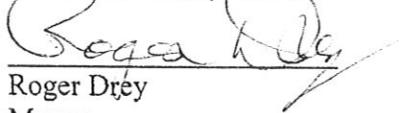
The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City, its agents, representatives, employees, or

other contractors. The Contractor agrees to indemnify, defend, and hold harmless the City from all liability (including reasonable attorneys' fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as "SUPERFUND") and comparable state law, incurred as a result of Contractor's disposal under the contract agreement of City's waste materials.

The City shall not be liability for any liability or claims of liability resulting from the negligence or willful misconduct of the Contractor, its agents, representatives, employees, or other contractors.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at 200 W. Main St., Morrison IL, as of this 15th day of March, 20 A.D.

City of Morrison, Illinois
A Municipal Corporation of
Whiteside County, Illinois



Roger Drey
Mayor
(Seal)

ATTEST:

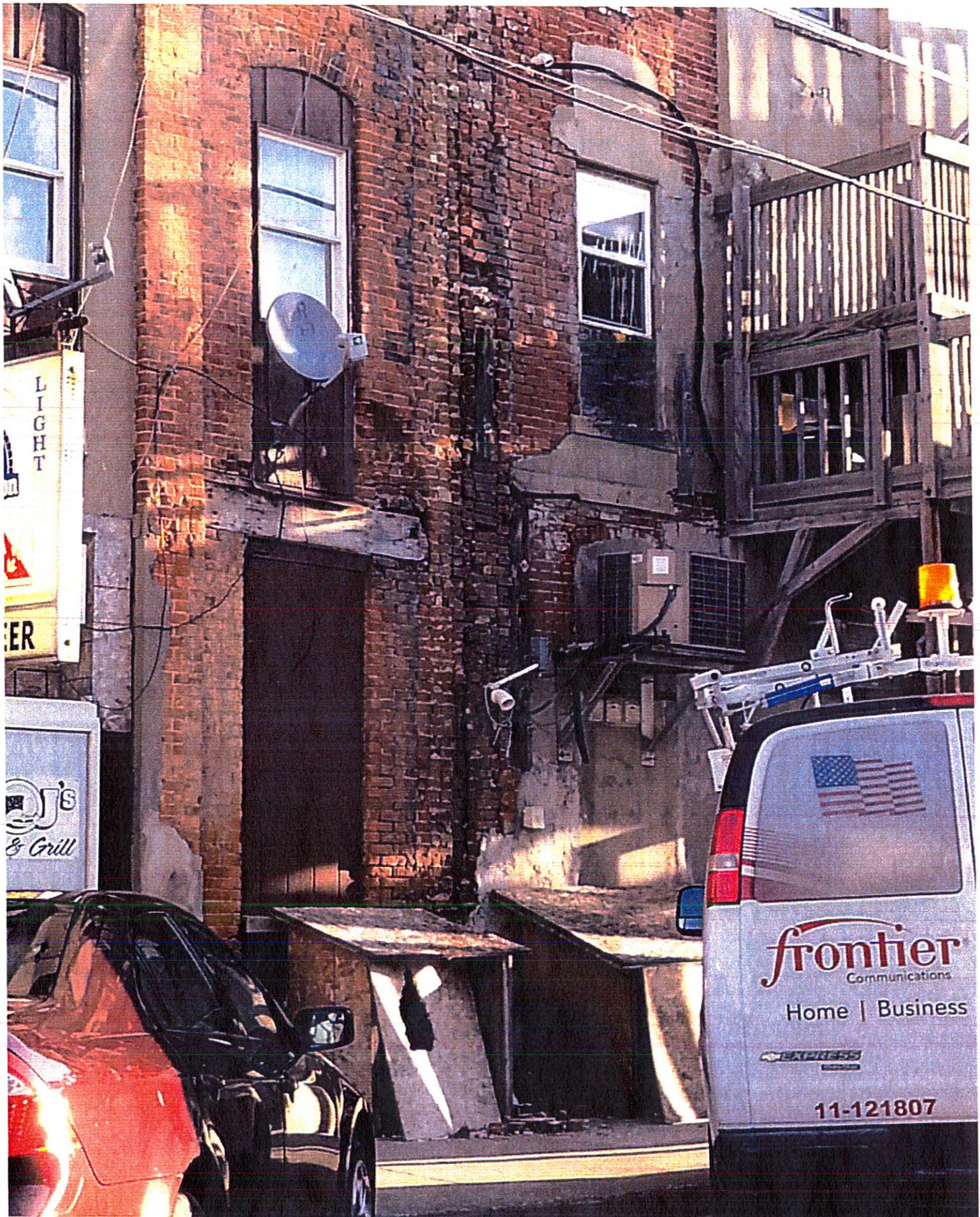


Melanie Schroeder
City Clerk

Moring Disposal, Inc.

By: Larry Moring

Title: PRES
(Seal)



LIGHT
ER

DJ's
& Grill

frontier
Communications
Home | Business
EXPRESS
11-121807

Barry:

The Morrison Historical Preservation Commission met in regular session this week and after discussion have made a recommendation to City Council to initiate the planning and purchasing of additional memorial tablets including the inscription of names of deceased individuals who served in the military.

The tablets now at the park have served as they were intended however our commission has determined the available spaces for names will soon be filled. The current commission list of World War II, Korean, Viet Nam, Dessert Storm and the Afghanistan and Iraq veterans not yet deceased will far outstrip the current tablet spaces.

The original design of the park allows for additional tablets set on concrete footings. They can be placed in a symmetrical pattern with just a few or several without causing disruption to the original concept. A concern of the commission is continuity of names with their respective era. Tablet space is now allocated to conflict/war's meaning World War II names are inscribed into specific tablets. With that space filling and no future tablets then future WWII names would either 1) not be inscribed or 2) inscribed on available tablet space under a different conflict ie: Viet Nam.

The park continues to be a well maintained and solemn place to reflect those military members who served our country and represented our community. The tablet layout was designed to grow with the needs of future names and that time has now arrived.

Regarding the cost of the memorial tablets and their associated foundations the Historic Preservation Commission does not have any current estimates. However we understand single tablets per original costs were approximately \$3,500.00 each, not including name inscribing. We believe the current cost of a single name to be inscribed is approximately \$117.00 each. The cost of a foundation would need to be determined and only after how many tablets would be ordered. Our commission did not make any calculation for how many tablets should be considered however the list of living veterans from local veterans organizations would cause us to believe a minimum of six (6) tablets.

Respectfully,

--

Bob Vaughn

Donnybrook Bakery Cafe Inc.

PO Box 48
203 West Main Street
Morrison, IL 61270
815-772-7600

ORDINANCE NO. 14-_____

**ORDINANCE APPROVING AND AUTHORIZING ENTRY INTO
AN AGREEMENT WITH THE MORRISON FIRE DEPARTMENT,
A NOT-FOR-PROFIT CORPORATION**

WHEREAS, the City of Morrison is authorized under Article VII, Section 10 of the Illinois Constitution to contract and otherwise associate with individuals, associations and corporations unless otherwise prohibited by law or by ordinance; and

WHEREAS, the Illinois Municipal Code authorizes the City of Morrison to provide for and operate fire departments, or contract with the same (65 ILCS 5/11-6-1 et al.); and

WHEREAS, beginning in July 1948 the City of Morrison has exercised its authority to provide fire protection services by contracting with the Morrison Fire Department, an Illinois not-for-profit corporation; and

WHEREAS, the last Articles of Agreement between the City and the Morrison Fire Department were entered into on October 14, 1987, and have not been amended since that date; and

WHEREAS, the Mayor and the City Council of the City of Morrison believe it now to be in the best interests of the City to update and revise the agreement with the Morrison Fire Department and formalize the Lease arrangement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MORRISON, WHITESIDE COUNTY, 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: The Mayor and the City Clerk are hereby authorized to execute the Articles of Agreement with the Morrison Fire Department, in substantially the same form as attached hereto and incorporated herein as Exhibit A.

SECTION 3: The Mayor and the City Clerk are hereby authorized to execute the Lease Agreement with the Morrison Fire Department, in substantially the same form as attached hereto and incorporated herein as Exhibit B.

SECTION 4: The Mayor and the City Clerk are hereby authorized and directed to do all things necessary and essential, including the execution of any documents or certificates, to carry out the provisions of this ordinance and to implement entry into the Agreement, and Lease as reflected by attached Exhibits A and B.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SECTION 6: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 7: The provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not effect the validity of the remainder.

SECTION 8: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Passed by the Mayor and the City Council of the City of Morrison, on the _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

ARTICLES OF AGREEMENT

Articles of Agreement entered into as of this _____ day of _____, 2014, by and between the City of Morrison, Illinois, hereinafter called the "City," and the Morrison Fire Department, a not-for-profit corporation, of the State of Illinois, hereinafter called the "Fire Department," WITNESSETH:

WHEREAS, the City wishes to provide adequate fire protection services for property and citizens within its corporate boundaries; and

WHEREAS, the Fire Department is a not-for-profit corporation organized for the purpose of preventing and extinguishing fires and providing all related services, and the Fire Department has sufficient equipment and personnel to provide fire protection services for the City in a satisfactory manner; and

WHEREAS, it is the desire of the City to obtain the services of the Fire Department to render fire protection and related services, and the Fire Department to perform such services upon the terms and conditions outlined in this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. The Fire Department agrees to render any and all fire and related services required by property owners and occupants within the City of Morrison, and to provide, maintain, and operate all equipment necessary and to maintain sufficient personnel to achieve those ends. The Fire Department shall not, however, at any time have obligation to install, repair, or in any manner maintain fire hydrants located within the City.
2. The City agrees to provide the Fire Department with water/sewer services, electric current, and garbage and trash removal to the Fire House located at 206 West Main Street, Morrison, Illinois, without charge. The Fire Department shall pay for natural gas. The Fire Department agrees to adopt a system of water usage measurement acceptable to the City for tracking the use of any non-metered sources and permit, at the City's expense, installation of any water usage meter system requested by the City.
3. The Fire Department will provide fire service to all properties owned or leased by the City of Morrison whether within or outside of the corporate limits of said City without additional charge to the City.
4. The City agrees to annually remit to the Fire Department a sum equal to the amount received by the City from the special tax for fire protection levied annually on all the taxable property within the City of Morrison. The City shall, if it contemplates levying a rate lower than the current amount imposed by the annual levy, notify the Fire Department.

5. Any and all expenses in connection with the acquisition, maintenance, and operation of fire fighting, rescue and salvage equipment, including the payment of salaries, shall be borne by the Fire Department. The City shall lease, to the Fire Department, pursuant to the terms and provisions of the lease agreement attached as Exhibit A, the building presently occupied by the Fire Department.

6. The Fire Department shall protect and save harmless the City from any and all claims which might be made against the City by reason of the operation of fire protection equipment and/or provision of fire protection services.

7. The Fire Department, shall deposit all monies received from the City in a separate fund or account so as to be able to show all receipts and disbursements. The Fire Department, not less than annually, shall provide a report to the City of Morrison showing the usage, expenditures, and investment status of all funds received from the City. The report shall be forwarded to the attention of the Mayor. In lieu of the provision of such a report the Fire Department may provide a copy of its annually adopted budget, provided such budget shows a detailed list of revenues and expenses, and includes references to the status of invested funds.

8. The Fire Department shall procure and maintain comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in the provision of fire protection services covered by this Agreement, in an amount not less than \$1 million in underlying coverage per occurrence and not less than \$5 million in excess or umbrella coverage. The Fire Department shall also provide and maintain workers' compensation coverage on the individuals providing firefighting service. Any general liability policy of insurance shall name the City of Morrison as an additional insured, in such form and issued by such companies as shall be reasonably acceptable to the City. All such certificates evidencing coverage from each insurer, shall contain a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to the City.

9. To the extent permitted by law, the City shall remit to the Fire Department any Foreign Fire Insurance Funds received by the City. All such funds shall be expended by the Fire Department in accordance with all relevant provisions of Illinois law.

10. This Agreement shall be for a term of five years and automatically be renewed for successive five years unless otherwise terminated pursuant to Section 11.

11. This Agreement may be terminated by either party upon:

(a) Twelve (12) months' written notice by either to the other party. Notice shall be sufficient when done by regular mail or personal service to the attention of the Presiding Officer.

(b) Dissolution of the Morrison Fire Department.

(c) Breach of the Agreement by either party, provided that notice of such breach has been given and the breaching party has been given 90 days to cure said breach.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by the Mayor and attested by the City Clerk, pursuant to Ordinance of the Council of the City of Morrison and the Fire Department has caused the Agreement to be signed by its Chief and attested by its Secretary, pursuant to resolution adopted by the Directors of the Fire Department.

CITY OF MORRISON

By _____
Everett Pannier, Mayor

ATTEST:

Melanie Schroeder, City Clerk

MORRISON FIRE DEPARTMENT

By _____
Chief

ATTEST:

Secretary, Morrison Fire Department

LEASE AGREEMENT

THIS LEASE made, executed and effective as of this _____ day of _____, 2014, by and between the CITY OF MORRISON, an Illinois municipal corporation, herein called "Landlord," and MORRISON FIRE DEPARTMENT, an Illinois not-for-profit corporation, herein called "Tenant."

1. **Leased Premises.** Landlord, for and in consideration of the rents and of the covenants and agreements of Tenant, does lease to Tenant for the term set forth below Landlord's premises located at 206 W. Main Street, Morrison, Illinois 61270 (the "Premises").

2. **Term.** The term of this Lease shall commence on _____, 2014, (the "Commencement Date") and shall expire five years thereafter (the "Expiration Date") unless terminated earlier pursuant to paragraph 16.

3. **Rent.** Tenant shall pay to Landlord the sum of ONE AND NO/100 DOLLAR (\$1.00) annually as rent for the term payable on or before May 1 of each year.

4. **Automatic Extensions.** The original term of this Lease shall automatically extend for successive five (5) year periods until either party to this Lease shall provide the other notice of its intent to terminate this Lease at least sixty (60) days prior to the end of the Lease term. Any such extension shall be upon all the terms, covenants and agreements contained in this Lease. Notwithstanding any other provision of this agreement, and without further notice or demand, this Lease shall automatically terminate on termination of the Articles of Agreement between Landlord and Tenant.

5. **Condition of Premises.** Tenant's taking possession of the Premises or any portion thereof shall be conclusive evidence against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession and that all work to be done on the Premises pursuant to the terms hereof, if any, has been completed to Tenant's satisfaction. No promise of Landlord to alter, remove, improve, redecorate or clean the Premises and no representation respecting the condition of the Premises have been made by Landlord to Tenant, unless the same is expressly stated herein.

6. **Care of Premises.** Tenant covenants and agrees that it will not use or occupy the Premises or any part thereof in such hazardous manner that any part of the building or improvement thereon of which the Premises are a part will not be insurable by responsible insurance companies against loss or damage by fire, extended coverage and broad form perils for the fair insurable value thereof. Tenant further agrees that upon the expiration or termination of this Lease, in any manner, it will surrender immediate possession of the Premises to Landlord in good condition, loss by fire not caused by Tenant, tornado, act of God, or other unavoidable casualty and ordinary wear and tear excepted, and that it will deliver the keys to the Premises at the place where the rent reserved herein is payable.

7. **Use of Premises.** Tenant shall use the premises in furtherance of providing fire protection and rescue services. Tenant shall be allowed exclusive use of the Premises and shall have access to the Premises at all times. Tenant covenants that it shall use the Premises for these purposes and for no other purposes without the prior written consent of Landlord. Tenant shall not do or permit anything to be done on the Premises contrary to applicable laws now in effect or which may hereafter be enacted or which could constitute a public or private nuisance or which could disturb Landlord or other persons. Tenant, at its sole expense, shall cause the Premises and its operation and use of the Premises under Tenant's control to comply with all applicable laws.

8. **Repairs and Maintenance.** Tenant shall throughout the term of this Lease and at its own cost and expense, pay for all repairs and maintenance of the Premises.

9. **Alterations.** All alterations, additions, improvements and fixtures other than Tenant's trade fixtures which may be made or installed by either Landlord or Tenant on the Premises shall be the property of the Landlord and shall remain upon and be surrendered with the Premises as a part thereof without disturbance, molestation or injury at the termination of the term of this Lease whether by the giving of appropriate notice or otherwise, all without compensation or credit to Tenant. Landlord reserves the right to make alterations to the exterior of the Premises upon approval of Tenant, which approval shall not be unreasonably withheld.

10. **Insurance.** Landlord shall be responsible for insuring the Premises against any and all loss and damage arising from fire, windstorm, lightning, vandalism and extended perils, except earthquake, in such amounts as Landlord shall deem reasonable and appropriate. Any amounts received from any policy of insurance for any loss insured against shall be paid solely to Landlord, and Landlord shall be responsible for repairing the Premises to a condition suitable for use by Tenant.

Tenant agrees to carry and pay for at its own expense such insurance as may be necessary to indemnify the Landlord as to claims which might be asserted against the demised Premises or Landlord thereof by reason of the Tenant's use thereof. Tenant shall carry and pay for general liability insurance, naming Landlord as an additional insured, in responsible companies in an amount not less than \$1 million in underlying coverage per occurrence and not less than \$5 million in excess or umbrella coverage.

Not less than thirty (30) days prior to the expiration of any such policy or policies, evidence of the renewal of such policy or policies, or a new certificate, together with evidence of the payment of premiums for the renewal period or new policy, as the case may be, shall be delivered to Landlord. All such insurance shall contain an agreement by the insurance company that the policy or policies will not be cancelled, or the coverage changed, without thirty (30) days' prior written notice to Landlord.

11. **Assignment and Sublease.** Tenant may not assign this Lease or sublease any portion of the Premises without the prior written consent of the Landlord. Tenant shall compensate Landlord for its reasonable expense of investigation of assignee or sublessee in determining whether or not consent shall be granted. No such assignment or subletting shall release Tenant from the full payment and performance of each and every covenant, agreement and obligation herein contained on Tenant's part to be performed.

12. **Utilities.** Tenant agrees to pay all gas utilities which shall during the term of this Lease be levied, assessed, charged or imposed upon or against the Premises. Landlord shall provide water/sewer services, electric current, and garbage and trash removal as necessary and in furtherance of Tenant's fire protection services at no cost to tenant.

13. **Fire or Other Casualty.** In case the Premises shall be rendered untenable by fire, explosion or other casualty, Landlord may, at its option, terminate this Lease or repair the Premises within sixty (60) days. If Landlord does not repair the Premises within said time, or the Premises shall have been wholly destroyed, this Lease shall terminate. Notwithstanding the foregoing, Landlord shall not be required to repair or restore Tenant's leasehold improvements, fixtures, furnishings or floor coverings, equipment and other personal property.

14. **Trade Fixtures.** Trade fixtures, equipment, furniture and furnishings, except floor covering, that may have been or may be installed by Tenant in the demised Premises shall not become a part thereof whether affixed or annexed or not, but Tenant shall at its own cost and expense repair any and all damage to demised Premises resulting from or caused by the removal thereof from the demised Premises. Any floor coverings shall be considered to be a part of the Premises and shall not be removed except in the case of replacement by equivalent or better floor covering acceptable to the Landlord.

15. **Inspection by Landlord.** Landlord or its agents may have free access to said Premises at all reasonable times and under reasonable restrictions for the purpose of examining the same or of inspecting the use by Tenant of the same or to see if the terms of this Lease or extension thereof are being observed by Tenant. Tenant shall permit all persons having written authority therefor from the Landlord to view said Premises at all reasonable hours.

16. **Default.** It is further covenanted and agreed that during the term of this Lease or any extension thereof that Landlord shall have the right to declare a default and termination of the Lease and recover possession of the Premises if:

A. A default shall occur and give unto the Landlord the right to declare the Lease terminated and recover possession of the Premises upon giving notice as hereinafter provided upon the happening of any one of the following:

1. Tenant shall fail to pay said rent as required by Section 3 and/or Section 4.
2. Tenant shall neglect or fail to perform or observe any of the covenants contained in this Lease upon its part to be performed or observed within the period of time required.
3. Tenant ceases to provide fire protection services to the residents of the City of Morrison.

B. Upon the happening of any of the events referred to in the aforementioned Section 16 A. constituting a default under the terms of this Lease, and if Landlord shall give notice thereof in writing to Tenant and the default shall continue for thirty (30) days after the giving of said notice, or in the event of the failure to pay a sum of money shall continue for ten (10) days after the giving of said notice, then Landlord may declare a forfeiture of said Lease and take possession of the Premises all as hereinafter provided.

C. A default shall occur and give unto Landlord the right to declare an immediate forfeiture of the Lease without further notice to Tenant upon the happening of any one of the following:

1. Tenant shall make an assignment for the benefit of creditors; and
2. Tenant shall be adjudicated a bankrupt or a petition be filed for the extension of time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of Tenant or to which any property of Tenant be subject or the involuntary reorganization (other than a reorganization not involving the liabilities of Tenant) or involuntary liquidation of Tenant; and
3. A receiver be appointed for the property of Tenant by reason of the insolvency or alleged insolvency of Tenant, and such receiver be not discharged within ninety (90) days thereafter; and
4. Tenant shall abandon or vacate the Premises.

D. Upon the happening of any of the events referred to in the aforesaid Section 16 C. constituting a default, the Lease shall be deemed breached and at the option of Landlord this Lease may be terminated and Landlord may take possession of the Premises as hereinafter provided.

E. Upon the declaration of a default as provided for in Section 16 B. of this Section, or upon the termination of the Lease as provided for under Section 16 D. of this Section, Tenant will then quit and surrender the Premises to Landlord, and Tenant shall remain liable as hereinafter provided. In any such event, Landlord may at its option immediately or any time thereafter, enter upon said Premises with or without process of law, and take possession thereof, together with any and all improvements which may have been erected therein, Tenant waiving any

demand for possession thereof. Landlord may at its option at any time and from time to time relet the Premises or any part thereof for the account of Tenant or otherwise and receive and collect the rents therefor, applying the same first to the payment of such expenses that the Landlord may have incurred in recovering possession of the Premises and putting the same in good order and condition, and all other such expenses, commissions and charges incurred by Landlord in or about reletting the Premises, and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting may be for the remainder of the original term, or any extended term or for a longer or shorter period. Landlord shall be entitled, notwithstanding any other provision of this Lease, to the extent permitted by law, the amount of damages which Landlord sustains by reason of Tenant's default, including the right to recover the difference between the total rent and charges which Landlord is able to obtain in a new lease for the balance of the term and the then present value of the remaining rent to be paid hereunder until the end of the term of the Lease.

17. **Waiver of Subrogation.** Each of Landlord and Tenant hereby releases the other to the extent of its insurance coverage from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of the other party, or any persons claiming under it.

18. **Holding Over.** If Tenant retains possession of the Premises or any part thereof after the termination of this Lease, Tenant shall pay Landlord, in order to compensate Landlord for Tenant's wrongful withholding of possession for the time Tenant remains in possession, for and during such time as Tenant remains in possession, an amount calculated at triple the rate of base rent in effect immediately prior to such termination, plus any additional rent determined to be due pursuant hereto plus all damages sustained by Landlord by reason of Tenant's wrongful retention of possession unless Landlord makes the election provided for in the following sentence. The provisions of this paragraph shall not constitute a waiver of Landlord's rights of re-entry or of any other right or remedy provided herein or at law.

19. **Indemnification.** It is understood and agreed that Tenant will indemnify and hold Landlord harmless in the event of any damage, injury or loss of life in connection with the Tenant's occupation and use of said Premises. All personal property placed or moved in the Premises shall be at the risk of the Tenant, as Landlord shall not be liable for any damage to said personal property or to the Tenant.

20. **Remedies.**

A. It is mutually covenanted and agreed that this Lease is made upon the express condition that Tenant shall always keep and perform all its covenants and agreements hereunder and make all payments of money herein stipulated to be made, promptly and at the time and in the manner stipulated and limited for such performance and payment, and that accordingly the time so limited for such payments and the performance of such covenants and agreements are, and shall be deemed to be, of the essence of this Lease.

B. No remedy herein or otherwise conferred upon, or reserved to, Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein.

C. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or waiver of, acquiescence in, or consent to, any further or succeeding breach of the same covenants.

21. **Notices.** In the event notice is to be given by either party to the other it is agreed that such notice may be given at any time by an instrument in writing delivered personally or dispatched by registered or certified mail to the addresses specified below, or as either party may otherwise direct in writing to the other party from time to time.

If to Landlord:

City of Morrison
c/o City Clerk
200 W. Main St.
Morrison, Illinois 61270

With a copy to:
Ward, Murray, Pace & Johnson, P.C.
c/o Timothy B. Zollinger
202 E. Fifth Street, P.O. Box 400
Sterling, Illinois 61081

If to Tenant:

Morrison Fire Department
c/o President
206 W. Main St.
Morrison, Illinois 61270

With a copy to:
Ronald F. Coplan
114 E. Main St.
Morrison, Illinois 61270

All notices shall be deemed delivered when delivered personally or two (2) days following deposit in the United States mails in the Continental United States with first class postage and registered or certified fees prepaid except in the event of mail strike in which event proof of actual delivery shall be required.

22. **Interpretation.** In the event any clause, paragraph, section or provision of this Lease should be found to be invalid by reason of any statute, law or judicial decision, then the remainder of the Lease shall nevertheless remain in full force and effect the same as if such paragraph or provision had been deleted therefrom. In the use of pronouns, the singular shall include the plural, and the use of any gender shall include all genders.

23. **Quiet Possession.** Landlord agrees that when possession of the Premises shall be delivered to Tenant, the leasehold interest of Tenant will be free and clear of all tenancies, occupancies, restrictions, violations, liens and encumbrances. Landlord further covenants and represents that Tenant, upon paying the rents reserved herein, and keeping, performing, observing and fulfilling the covenants and agreements in this Lease contained on the part of the Tenant to be kept, performed, observed and fulfilled, shall and may peaceably and quietly possess, have, hold and enjoy the Premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining during the full term hereby granted without any interruption or disturbance by Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

THE CITY OF MORRISON,
an Illinois municipal corporation

By: _____
R. Everett Pannier, Mayor

ATTEST:

By: _____
Melanie T Schroeder, City Clerk

TENANT:

MORRISON FIRE DEPARTMENT,
an Illinois Not-For-Profit

By: _____

Its: _____