

CITY OF MORRISON COUNCIL WORK SESSION

City Hall, 200 West Main Street, Morrison, Illinois

February 22, 2010 ♦ 7 p.m.

AGENDA

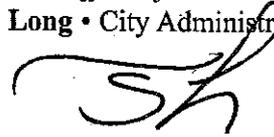
- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. ITEMS FOR CONSIDERATION AND POSSIBLE ACTION
 1. Issuance of Certificates of Appropriateness for Demolition of Properties at 524 and 530 E Lincolnway
 2. Recommendation – Sports Complex Concession RFP (information forthcoming)
- V. COUNCIL WORK SESSION – ITEMS FOR DISCUSSION
 1. Report of the Morrison Chamber of Commerce Land Development Ordinance Review Group (pg 1-15)
 2. Police Department Annual Report (pg 16-41)
 3. Review Quotes – Sports Complex Scoreboards (pg 42-44)
 4. Proposed Increase in Certified Birth & Death Certificate Copy Fees (pg 45-46)
 5. Well #3 & Water Treatment Plant Inspection – Baxter & Woodman Proposal (pg 47-48)
 6. Ordinance #10-04 – Provisions for Compliance with IL FOIA (pg 49-56)
 7. Emerald Ash Borer Compliance Agreement (pg 57)
 8. IL Water & Wastewater Mutual Aid & Assistance Agreement (pg 58-67)
 9. Executive Session
 - a. Personnel 5 ILCS 120/2(c)(1)
 - b. Collective Bargaining 5 ILCS 120/2(c)(2)
 - c. Appointment or Removal of Public Officers 5 ILCS 120/2(c)(3)
 - d. Deliberations of Quasi-Adjudicative Bodies 5 ILCS 120/2(c)(4)
 - e. Purchase or Lease of Real Estate 5 ILCS 120/2(c)(5)
 - f. Sale or Lease of Real Estate 5 ILCS 120/2(c)(6)
 - g. Litigation 5 ILCS 120/2(c)(11)
- VI. OTHER ITEMS FOR CONSIDERATION
- VII. ADJOURNMENT

CITY OF MORRISON

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Morrison, Illinois 61270-2400
Phone 815 / 772-7657
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morrisonil.org



Office of
Tim D. Long • City Administrator



Memorandum Thursday, February 18, 2010

From: Tim Long
To: Mayor Drey, City Council members

Re: Development Ordinance Review Group Progress Report

Council Action

This is informational for your review and discussion. In addition to the news release already in the paper, I am providing a couple of model documents from another City's Historic Preservation Ordinance.

NEWS RELEASE

Thursday, February 11, 2010

Re: Morrison Chamber of Commerce Land Development Ordinance Review Group

The Ordinance Review Group met Wednesday, February 10th at the Chamber of Commerce office for the purpose of assessing the City's *Historic Preservation and Zoning Ordinances*. The immediate goal of the Group was to address the perception and opinions that the Historic Preservation Ordinance is not sufficiently clear, is an impediment to development, and that the ordinance overlaps or is in conflict with the City's Zoning Ordinance.

The members, all present, included Michael Blean, general real estate appraiser, partner in BK Appraisal / member of the Business Advisory Group; Bob Gale, Chairman of the Morrison Planning and Zoning Board; Tim Long, City Administrator; William Shirk, attorney and member of the Historic Preservation Commission; Bob Vaughn, owner of City Rebar Detailing, Inc. and Chairman of the City's Business Advisory Group; Pete Whiting, City of Morrison Code Inspector; and Robert Wood, Morrison Community Economic Development Director.

The Group determined that:

1. The Historic Preservation Ordinance is *lacking in specificity*.
2. There is a need for streamlining the development process and *providing a clear flow chart illustrating the steps from developer concept to building permit, as well as posting the ordinances, permits, applications and an interactive GIS map to allow easy access and the ability to complete forms and other information via the internet.*

3. There is a need for research of the state's statutes and case law related to development regulations as an integral part of the review of the City's development ordinances.
4. Research and *preliminary findings* need to be *accessible to the public* on the City's website *very soon*, as well as by other means of communication to assure that the review process and the group's activities are available to the community prior to the public meetings.
5. In addition to the legally required public hearing, *public forums* and other forms of community discussion would greatly benefit the process for potential changes to our Historic Preservation or to Zoning Ordinances made available on the internet and in an interactive format.
6. Information regarding progressive land uses such as the *differences* between *zoning* and *historic preservation*, or heritage preservation, *must be undertaken* and the differences clarified to dispel any myths.

INTRODUCTION

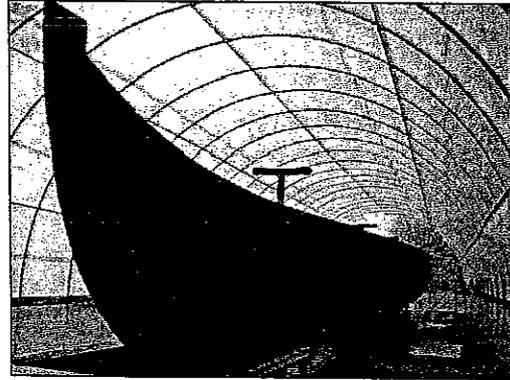
HISTORIC PRESERVATION IN GENEVA

On February 15, 1982 the Geneva City Council passed an ordinance establishing an Advisory Commission on Historic Preservation. The purpose, as outlined in the ordinance, is to "...promote the educational, cultural, and economic welfare of the public of the City by preserving and protecting historic structures, sites, monuments, streets, and neighborhoods, which serve as visible reminders of the history and cultural heritage of the City, [to] strengthen the economy of the City by stabilizing and improving property values in historic areas, [and to] encourage new buildings and developments that will be harmonious with the existing historic buildings and neighborhoods".

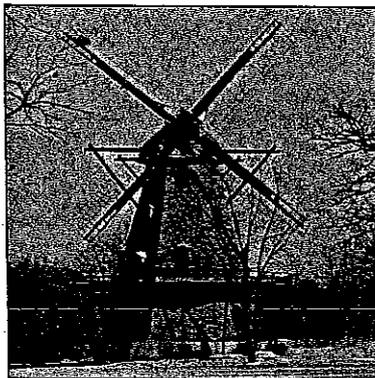
In 1994 the Preservation Ordinance was amended. Preservation efforts were strengthened by requiring review and approval by the Historic Preservation Commission on building permit applications for exterior improvements (including demolition and new construction) to historic properties before the permit may be issued.

In 1995 the Secretary of the Interior's Standards for Rehabilitation ("the Standards") were adopted as the criteria for review by the Historic Preservation Commission.

The Historic Preservation Commission understands that neighborhoods evolve and change. The City Council recognizes that not every old building should be preserved. Instead, the City wishes to draw a reasonable balance between private property rights and the public interest by preserving the character of the city and its cultural, historic, and architectural heritage. Demolition of buildings and structures important to that heritage will be carefully weighed with other alternatives and alterations to such buildings. New construction should respect the character of each setting, not by directly copying historic styles but by being compatible in height, massing and sightlines.



*Viking Ship, from the Columbian Exposition
Housed at Good Templar Park*



*Dutch Windmill
Fabyan Forest Preserve*

CERTIFIED LOCAL GOVERNMENT

The City of Geneva was certified in 1997 as a Certified Local Government. The CLG Program is a partnership between local, state, and national governments focused on promoting historic preservation at the grassroots level. The program is administered by the National Park Service and the Illinois Historic Preservation Agency. As a CLG Geneva becomes an active partner in the Federal Historic Preservation Program and the opportunities it provides.

THE PURPOSE OF DESIGN GUIDELINES

The historic character of Geneva is one of its greatest assets. Design Guidelines is one of the tools available to encourage adaptive reuse, rehabilitation and enhancement of historic structures.

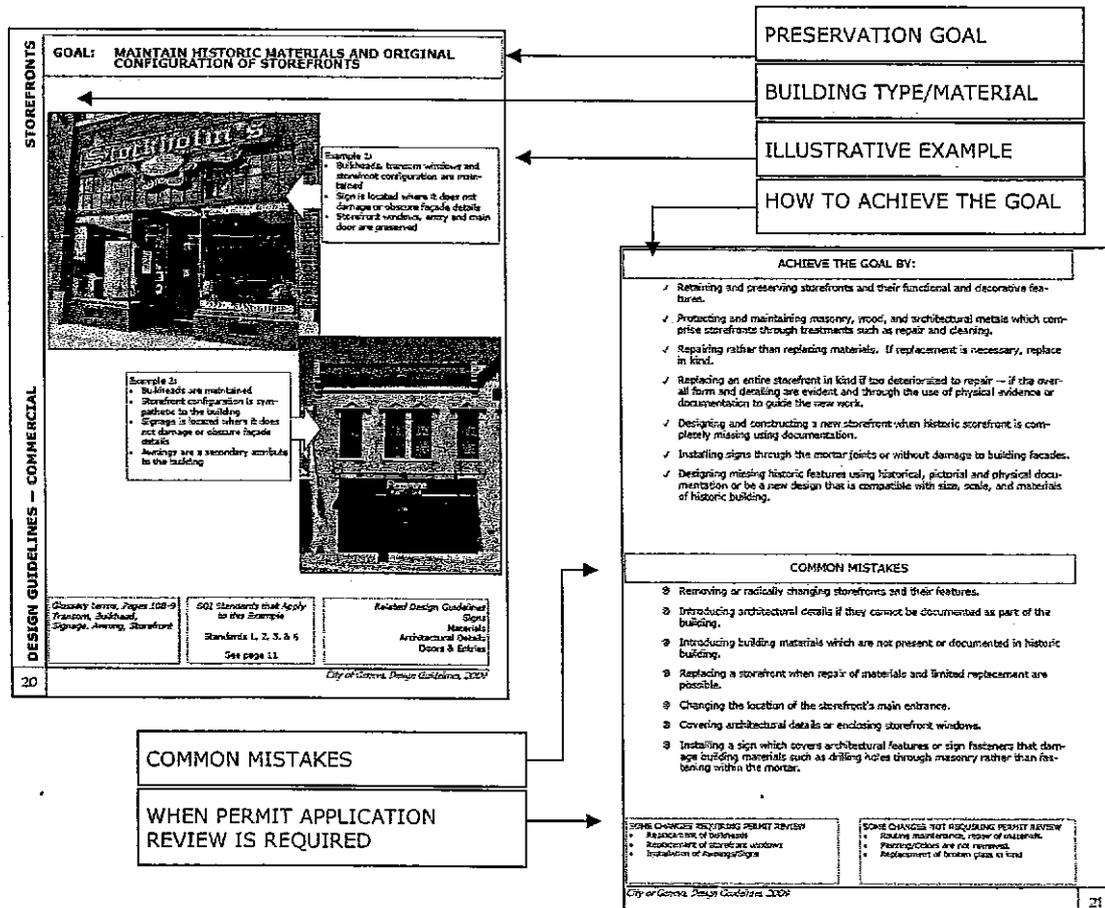
These guidelines enhance, explain and illustrate the Standards and bring focus to Geneva's own historic context and resources. The guidelines are intended to be used as an aid in design and not as a checklist of items for compliance. The purpose of the design guidelines is to facilitate both the application and approval of alterations proposed for review by:

- 1) providing assistance to the owners of historic properties in making decisions about maintenance and improvements, and
- 2) providing an evaluation framework for the Commission when reviewing permit applications

The guidelines reflect the Commission's philosophy that underlies all its decisions: to encourage the preservation and careful treatment of the city's historically significant resources, while recognizing the need for continual adaptation, maintenance and improvements to these resources.

USING THIS DOCUMENT

The Guidelines are into three groups: Guidelines for Existing Residential and Commercial structures, General Guidelines for Historic Structures and Guidelines for New Construction. Preservation approaches for building materials and site improvements are outlined in each group. Each two-page section features a photograph illustrating preservation methods, followed by ways to achieve the preservation goal and common mistakes. Before beginning your project, or if you have questions during your project planning, City Staff is available to assist you. We encourage meeting with Staff to discuss your project.



BUILDING PERMIT APPLICATION REVIEW PROCESS

The Building Permit Application Review process ensures that proposed alterations to historic properties will not adversely effect or destroy their historic character or architectural integrity, and that all changes are consistent with the spirit and intent of the preservation ordinance. In 1995, the Commission adopted the Secretary of the Interior's Standards for Rehabilitation as the basis for guiding rehabilitation of historic properties. (see page 11)

HISTORIC DISTRICT SURVEY & RATING

Every property in the Geneva Historic District was surveyed in 1999 giving each a significance rating: Non-Contributing, Contributing, Potentially Significant and Significant. For properties that are rated Contributing, Potentially Significant, and Significant, the HPC will look for close compliance to the Standards and the Guidelines when reviewing permit applications. If your property is located within the Geneva Historic District check with the Preservation Planner to verify its significance rating.

WHAT IS SUBJECT TO REVIEW?

The City of Geneva's Historic Preservation Ordinance, 1994-11, outlines the process and criteria for reviewing changes to individual landmarks and buildings in historic districts. Any demolition, new construction, or alteration to a building exterior, which requires a permit, must first be reviewed and approved by the Historic Preservation Commission before the permit may be issued.

DECISION BY THE HISTORIC PRESERVATION COMMISSION

The Historic Preservation Commission will take action, voting to approve, approve with conditions, continue or deny the permit application.

If the Commission approves a permit application, the Preservation Planner will forward the approved application to the Building Division to complete permit review. If the Commission approves a permit application with conditions, those conditions must be met when completing the approved improvements once the permit is issued.

If the Commission votes to continue review of the permit application, review will continue at its next meeting. If the Commission denies a permit application proposed work has not been approved and a permit will not be issued.

BUILDING PERMIT REVIEW BY CITY OF GENEVA

Approval by the Historic Preservation Commission does not include an approval by other City of Geneva departments nor compliance with all city codes. Applicants may want to contact the Building Division to ensure that the proposed work meets code and other City requirements. Once the HPC has approved your project, the Building Division will review your permit application. Permit review by the City's Building Division may take from two to three weeks depending on the type of work involved.

CERTIFICATE OF OCCUPANCY PERMIT

A Certificate of Occupancy is required for every new tenant within a leased space or new building owner. To apply for a Certificate of Occupancy, complete the permit application and provide a floor plan of all interior spaces to indicate fixtures, emergency exits, and location of emergency lighting. Once a Certificate of Occupancy has been issued, the new business may open.

WHAT IS THE REVIEW PROCESS?

There are two types of review:

Staff/Administrative Review. Some alterations may be reviewed administratively by the Preservation Planner and the Chairman of the Historic Preservation Commission (no review by the HPC). These may include: re-roofing with similar material, installation of brick paver walkways, signs and awnings which replace existing signs and awning structures, rear yard fences, window replacements on non-contributing structures which conform to the HPC Window Policy, minor repair, minor additions to non-contributing structures on non-street yards, minor additions to contributing structures on a rear elevation. If a permit application for these types of projects clearly meets the criteria outlined by the preservation code, the Preservation Planner will approve the application and forward it to the Building Division for permit processing.

Historic Preservation Commission Review. All other permit applications will be reviewed by the Historic Preservation Commission (HPC). The HPC meets once a month, on the third Tuesday of the month. The deadline to apply for HPC review is ten days prior to the HPC meeting.

APPLICATION FOR REVIEW

In order for a permit application to be considered by the Historic Preservation Commission a complete application must be submitted which includes the following:

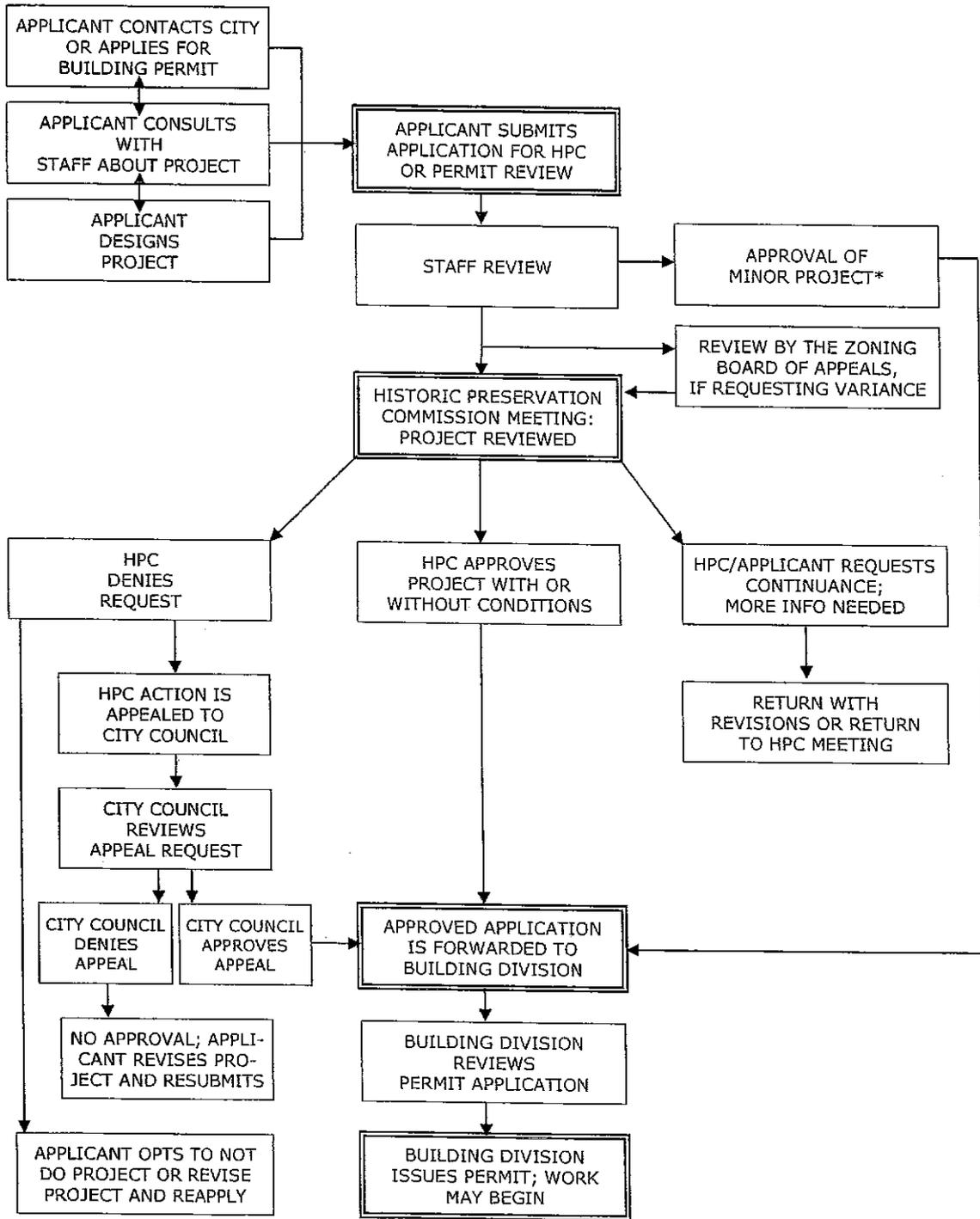
1. HPC Review Form
2. Building Permit Application
3. Support information which describes the proposed work, for example:
 - An application for a fence will include a plat of survey indicating the location of the proposed fence as well as a manufacturer's cut sheet showing the style, materials and height of the fence.
 - An application for an addition will include a plat of survey, a site plan, floor plans, foundation plans, elevation drawings, cut sheets of proposed materials and/or windows and doors, completed zoning worksheet (from Building Division).
 - An application for a sign will include the design of the sign indicating its dimensions, colors and materials as well as where the sign will be located on the building. If a free-standing sign, a plat of survey or a site plan should be included to indicate where the sign will be installed.
 - An application for window replacements will include photographs of the windows' deterioration, a cost estimate of repair by a contractor who has performed window repair work, a cost estimate of replacement of windows in kind (if wood windows, replacements should be wood).

APPEAL OF HPC DECISION

If the HPC denies a permit application, the applicant may appeal the decision to Geneva City Council.

BUILDING PERMIT APPLICATION REVIEW PROCESS

BUILDING PERMIT APPLICATION—REVIEW PROCESS & FLOWCHART



* Contact Staff for information about minor projects



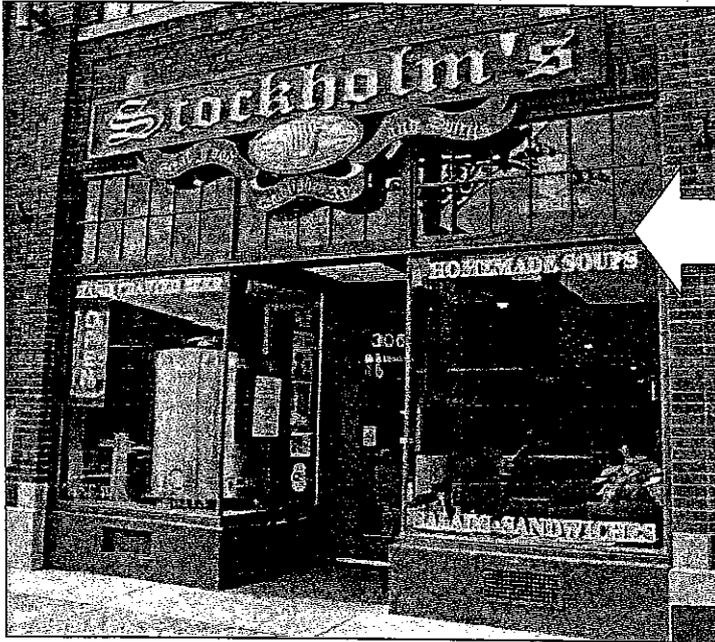
**CITY OF GENEVA
HISTORIC PRESERVATION COMMISSION**

**GUIDELINES FOR THE
REHABILITATION
OF
HISTORIC PROPERTIES**

COMMERCIAL PROPERTIES

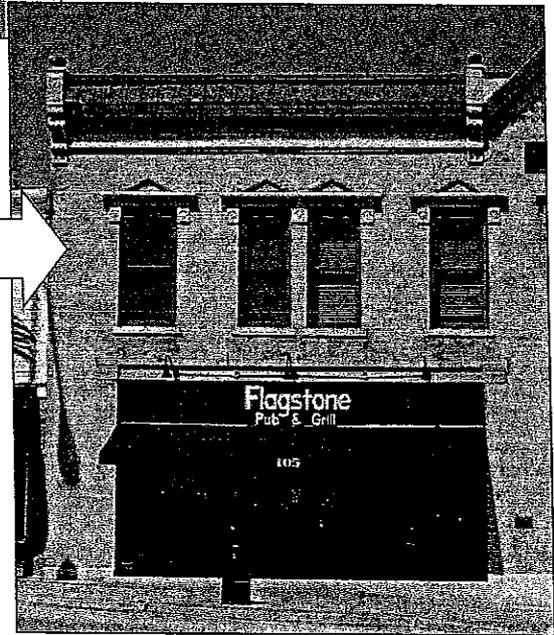
CITY OF GENEVA, XXX 2010

GOAL: MAINTAIN HISTORIC MATERIALS AND ORIGINAL CONFIGURATION OF STOREFRONTS



- Example 1:
- Bulkheads, transom windows and storefront configuration are maintained
 - Sign is located where it does not damage or obscure façade details
 - Storefront windows, entry and main door are preserved

- Example 2:
- Bulkheads are maintained
 - Storefront configuration is sympathetic to the building
 - Signage is located where it does not damage or obscure façade details
 - Awnings are a secondary attribute to the building



*Glossary Terms, Pages 108-11
Transom, Bulkhead,
Signage, Awning, Storefront*

*SOI Standards that Apply
to this Example*

Standards 1, 2, 5, & 6

See page 11

Related Design Guidelines
Signs
Materials
Architectural Details
Doors & Entries

ACHIEVE THE GOAL BY:

- ✓ Retaining and preserving storefronts and their functional and decorative features.
- ✓ Protecting and maintaining masonry, wood, and architectural metals which comprise storefronts through treatments such as repair and cleaning.
- ✓ Repairing rather than replacing materials. If replacement is necessary, replace in kind.
- ✓ Replacing an entire storefront in kind if too deteriorated to repair — if the overall form and detailing are evident — through the use of physical evidence or documentation to guide the new work.
- ✓ Designing and constructing a new storefront when historic storefront is completely missing using documentation.
- ✓ Installing signs through the mortar joints or without damage to building facades.
- ✓ Designing missing historic features using historical, pictorial and physical documentation or be a new design that is compatible with size, scale, and materials of historic building.

COMMON MISTAKES

- ⊗ Removing or radically changing storefronts and their features.
- ⊗ Introducing architectural details if they cannot be documented as part of the building.
- ⊗ Introducing building materials which are not present or documented in historic building.
- ⊗ Replacing a storefront when repair of materials and limited replacement are possible.
- ⊗ Changing the location of the storefront's main entrance.
- ⊗ Covering architectural details or enclosing storefront windows.
- ⊗ Installing a sign which covers architectural features or sign fasteners that damage building materials, such as drilling holes through masonry rather than fastening within the mortar.
- ⊗ Painting of unpainted masonry.

SOME CHANGES REQUIRING PERMIT REVIEW

- Replacement of bulkheads
- Replacement of storefront windows
- Installation of Awnings/Signs

SOME CHANGES NOT REQUIRING PERMIT REVIEW

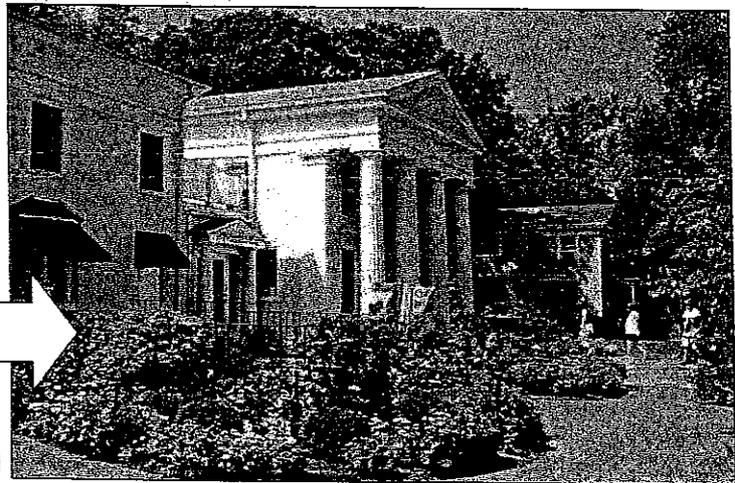
- Routine maintenance, repair of materials
- Replacement of broken glass in kind

GOAL: MAINTAIN HISTORIC MATERIALS AND BUILDING CONFIGURATION



- Example 1:**
- Front façade presence is maintained
 - Porch is preserved
 - Signage is secondary on the building façade
 - Clapboard siding and wood framing is preserved

- Example 2:**
- Front façade presence is maintained
 - Entrance and columns are preserved
 - Signage is secondary on the building façade
 - Stucco material is maintained



Glossary Terms, Pages 108-11
Signage, Adapted Residences,
Column, Entries, Stucco

SOI Standards that Apply to this Example

Standards 1, 2, 3, 5,
9, & 10

See page 11

Related Design Guidelines
Signs
Materials
Architectural Details
Porches



**CITY OF GENEVA
HISTORIC PRESERVATION COMMISSION**

**GUIDELINES FOR THE
REHABILITATION
OF
HISTORIC PROPERTIES**

Residential Properties

CITY OF GENEVA, XXX 2010

GOAL: PRESERVE ORIGINAL AND HISTORIC WINDOWS



Examples:

- Original and historic windows provide a unique texture to the building's overall presence.

Glossary Terms, Pages 108-11
Window

SOI Standards that Apply to this Example
Standards 1, 2, 3, 4, 5 & 6
See page 11

Related Design Guidelines
Materials
Architectural Details

ACHIEVE THE GOAL BY:

- ✓ Retaining and preserving windows that define the historic character of the building. Features can include frames, sash, muntins, glazing, sills, heads, hood-molds, paneled or decorated jambs and moldings, and exterior shutters.
- ✓ Protecting and maintaining the wood and architectural metal which comprise the window frame, sash, and muntins.
- ✓ Making windows weathertight by reglazing, recaulking and replacing or installing weather-stripping.
- ✓ Repairing window frames and sash by patching, splicing, consolidating or otherwise reinforcing. Replace, in kind, parts that are extensively deteriorated or missing.
- ✓ Replacing a window, in kind, that is documented to be too deteriorated to repair.
- ✓ Complying with the HPC's Window Policy.

COMMON MISTAKES

- ⊗ Removing or radically changing windows that define the overall character of the building.
- ⊗ Changing the number, location, size or glazing pattern of windows through cutting new wall openings, blocking-in windows, and installing replacement sash which does not fit the opening.
- ⊗ Failing to provide adequate protection for windows against extreme weather conditions.
- ⊗ Replacing an entire window when repair of materials or replacement of parts, in kind, is appropriate.
- ⊗ Using a substitute material for the replacement part that does not convey the visual appearance of the window.
- ⊗ Adding storm windows which obscure historic windows.

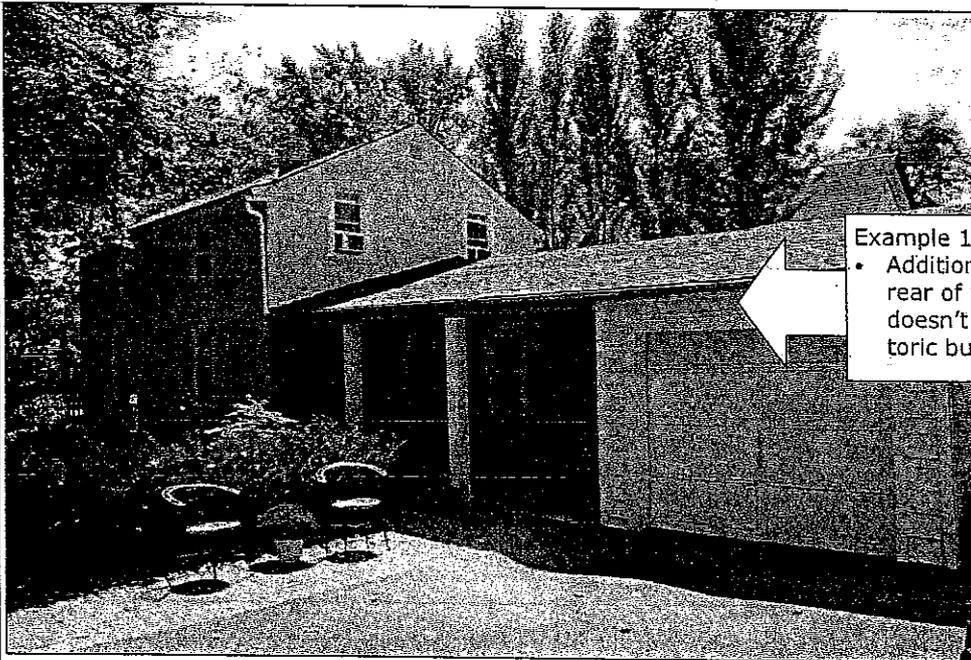
SOME CHANGES REQUIRING PERMIT REVIEW

- Replacement of windows

SOME CHANGES NOT REQUIRING PERMIT REVIEW

- Repair of deteriorated historic and original windows
- Repair of storm windows
- Painting or staining of window frames/sash

GOAL: ALLOW BUILDING EXPANSIONS THAT MAINTAIN THE CHARACTER OF THE HISTORIC BUILDING



Example 1:

- Addition is located at the rear of the building and doesn't overwhelm the historic building



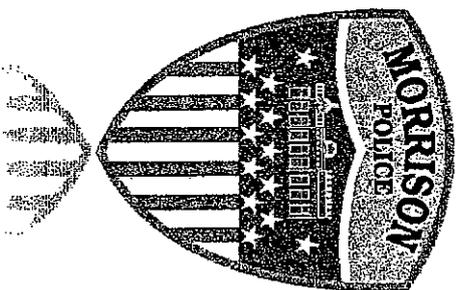
Example 2:

- Addition is located at the rear of the building and doesn't overwhelm the historic building

Glossary Terms, Pages 108-11
 Addition, Massing, Height, Bulk Standards, Teardown Infill Regulations

SOI Standards that Apply to this Example
 Standards 1, 2, 4, 5, 6, 9 & 10
 See page 11

Related Design Guidelines
 Materials
 Architectural Details



Morrison Police Department 2009 Annual Report

Presented By:

Brian R. Melton
Chief of Police

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Introduction

Dear Mayor Drey, Council Members, City Administrator Tim Long, & Citizens of Morrison;

I would like to offer you the 2009 Annual Report of the Morrison Police Department. Even though you may have received annual reports in the past, this annual report is quite different and hopefully, even more informative. Because most Police Chiefs collect and interpret statistics differently, most of the 2009 statistics cannot necessarily be compared to previous years' statistics. As we (*hopefully*) progress together, historical data and comparisons will improve with each additional year. Additionally, I am attempting to provide comparison data with demographically similar communities to Morrison; however, that effort is proving to be a challenge! Each community seems to collect data in different ways and interpretations. Eventually, I will have some comparison data for you. Unfortunately, I could not have all the data collected in time to present with this annual report. With that being said, the crime index and crime rate, as defined and collected by the Illinois State Police Uniform Crime Reporting, remains the same and can be objectively compared as presented.

I hope you find this report informative and worthwhile. As always, if you have any questions or suggestions, please feel free to contact me at your convenience.

I look forward to serving you in 2010!

Warmest Regards,



Brian R. Melton
Chief of Police

Description & Outline

Location Address:
Morrison Police Department
200 West Main Street
Morrison IL 61270

Main: (815) 772-7659
Administration: (815) 772-7650
Website: www.morrisonil.org
Chief's Email: bmelton@morrisonil.org

Facilities: The Police Department occupies a portion of the lower level of City Hall.

Statutory Authority:

The general statutory authority for the Chief of Police is found in Chapter 65 of the Illinois Compiled Statutes, Act 5, Article 7, General Provisions, 4-8, (65 ILCS 5/7-4-8) and as provided in the City of Morrison's Municipal Code Chapter 2.28.

There are innumerable statutes within the Illinois Compiled Statutes that refer to and give specific authority for Police. It is not reasonable to list and summarize every statute. Any specific request for information on a specific authority or requirement is welcomed and will be responded to in a timely manner as required by law.

Organizational Structure/Staffing:

The Police Department is a relatively small department, consisting of the Chief, Sergeant, and five (5) Patrol Officers. Each of these officers are assigned additional responsibilities to ensure the Police Department not only serves its community, but also complies with statutory requirements and operates as effectively and efficiently as possible.

Also see *Organizational Chart* for staffing numbers and structure.

Primary Function:

The primary function of the Morrison Police Department is to provide general law enforcement and public safety for the City of Morrison, its residents, businesses, and visitors. General law enforcement and public safety services include patrol, responding to calls for service, handling complaints and investigating crimes. In providing this primary function, the Police Department must consider some of the basic demographics of the City of Morrison that include approximately 30 miles of road; covering an area of 2.1 square miles, a residential population of 4,447 (2000 Census) and according to the Illinois Department of Transportation, the busiest section of U.S. Route 30 (Lincolnway) in Morrison experiences an average annual daily traffic count of 10,200 motor vehicles.

Services, Programs & Activities:

Along with its primary function of general law enforcement and public safety, the Police Department provides numerous and diverse services, programs and activities. The following is a list of those services, programs and activities. Please be aware that this is a comprehensive list, however, activities may change according to demand and resources available.

- ✓ Emergency 9-1-1 Response
- ✓ Municipal Ordinance Enforcement Activities
- ✓ Assist Other Local, State, and Federal Agencies
- ✓ Accident Investigations
- ✓ Vehicle Investigations
- ✓ Bike Patrol
- ✓ Bicycle Safety and Registration
- ✓ Whiteside County Crime-Stoppers
- ✓ Community Oriented Services - Various Public Relations/Information Programs & Literature
- ✓ Ministry Council Program Services
- ✓ Building/Residential Security Checks
- ✓ High School and College Internship/Career Orientation Programs
- ✓ Drug Abuse Resistance Education
- ✓ NetSmartz - Internet Safety for Children

Memberships:

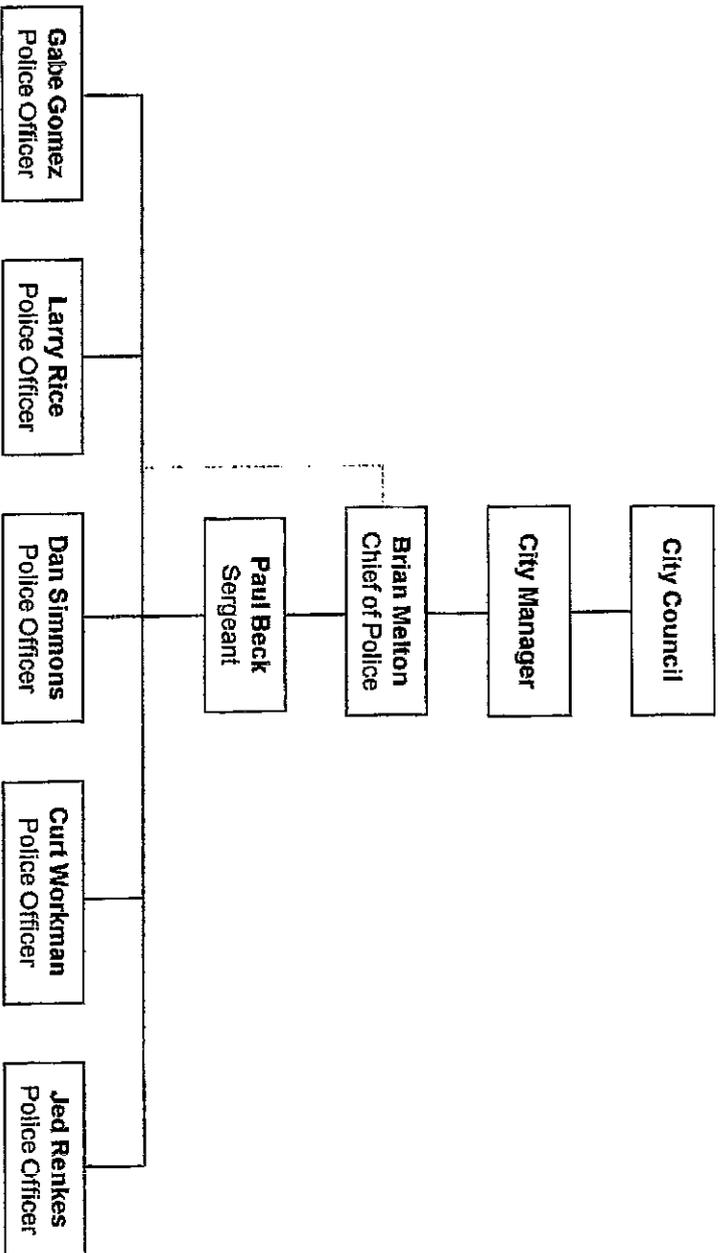
- Illinois Association for Chiefs of Police
- International Association for Chiefs of Police
- Northwest Illinois Law Enforcement Executives Association
- Northwest Criminal Justice Commission - Mobile Training Unit #1
- Federal Bureau of Investigation National Academy Associates
- Mid-States Organized Crime Information Center

Future Projects & Goals:

The Morrison Police Department prides itself in working to become a more proactive and progressive law enforcement agency. The Police Department commits itself to continuously striving to improve effectiveness and efficiency through the use of available staffing, technology, and community resources. Some future projects and goals being considered and are working toward include, but are not limited to:

- Develop a new Mission Statement, Vision and Strategic Plan
- Obtain Recognition/Accreditation from the Commission on Accreditation for Law Enforcement Agencies (CALEA)
- Develop more Community Education & Interaction Programs
- Establish a School Resource Officer Program
- Establish a Community Advisory Committee for the Police
- Develop a more comprehensive and informational website.
- Obtain a Mass Notification System for the community of Morrison.
- Obtain and implement a Video Surveillance & Patrol System in selected areas of the community.
- Implement a Take Home Squad Program for officers.
- Update and obtain new equipment to include digital cameras, speed radar, mobile video recording systems, portable breath-alcohol testers, firearms, audio/video training equipment, computers (including software) and vehicles.
- Continue and improve upon the utilization of technology to combat crime and collect/record data on crime trends for appropriate response and prevention.
- Remodel current space or relocate the Police Department for improved utilization and public access.
- Continue to aggressively pursue alternative funding sources (i.e., grants)

Morrison Police Department Organizational Chart May 2009



The Staff of MPPD

Introduction

The Morrison Police Department is staffed with seven (7) full-time sworn officers which includes the Chief of Police with no designated support staff. Occasionally, the Police Department utilizes staff of the City's Administration when needed.

In an effort to provide an opportunity for the community to know its Police Department a little better, we offer some basic information of each staff member to you. Each staff member was asked to voluntarily provide some information about themselves. Hereafter, is a public introduction of those dedicated and professional members of the Morrison Police Department.

Brian Melton, Chief of Police

Brian Melton was born in Freeport, Illinois and grew up in nearby Lanark, Carroll County, Illinois. Brian attended college at Western Illinois University, Macomb earning a Bachelor's Degree of Applied Sciences in Law Enforcement and Justice Administration. After college, he joined the Jo Daviess County Sheriff's Office in Galena, Illinois, where he worked for the next eighteen years. While with the Jo Daviess County Sheriff's Office, Brian was a Deputy Sheriff, Sergeant, Chief Deputy and during 2006, served as the Interim Sheriff. In 2002, Brian was invited to attend the 208th Session of the Federal Bureau of Investigations' National Academy in Quantico, Virginia. Brian Melton was appointed as the Chief of Police for the City of Morrison in January 2009 with his first day being February 1, 2009. Brian, along with his wife (Carrie) and two children (Emma and Isaac) moved to Morrison in March 2009.

Paul Beck, Sergeant

Paul Beck started with the Morrison Police Department in 1979. Paul graduated from Warren High School and then earned a Bachelor's of Science degree from University of Wisconsin - Platteville in Criminal Justice. Prior to joining the Morrison Police Department, Paul worked part-time for the Jo Daviess County Sheriff's Office in Galena, Illinois. Currently, Paul is a Sergeant with assignments as a Range Officer and Records.

Gabe Gomez, Patrol Officer

Gabe Gomez was born in Chicago, Illinois and moved to Morrison in 1974. Gabe first worked for the Whiteside County Sheriff's Office from 1985 to 1991 and then became a Police Officer for the Village of Prophetstown in 1991. In 1994, Gabe came to the Morrison Police Department where he now serves as the Department's DARE Officer. Gabe and his wife Susan have no children.

Larry Rice, Patrol Officer

Larry Rice was born in Del Rio, Texas, the product of a military father who was serving in the United States Air Force during Vietnam. His father came from primarily English and Welch roots and his mother from English and Native American Ancestry (Shawnee Indian). Larry has many fond memories of his childhood years. Growing up in the country required a person to have a great imagination and an understanding of nature. Larry certainly had an understanding of what it was like to have to work hard and appreciate the things a person had. Larry's teenage years were full of sport activities that included football, basketball and track. Upon graduation from Morrison High School, Larry found himself following in his father's military footsteps by joining the U.S. Air Force. Larry returned home to attend Sauk Valley Community College after serving approximately 3 years of military service in Ft. Walton Beach, Florida. While attending college, Larry continued his military service in the Peoria Illinois National Guard. Understanding the importance of a college education, Larry continued on to Illinois State University where he met his wife of now 14 years. They began their journey in Bourbonnais, Illinois where Larry worked as a Sales Agent and his wife in Retail Sales. Larry and his wife moved back to Morrison around 1999 to reestablish their roots. They have since had two wonderful daughters that fill their life with great happiness. The summer of 2010 will mark the 10-year anniversary for Larry with the Morrison Police Department. Larry considers himself fortunate to be working in the community that he was raised in and appreciative of those who support him. His wife currently works as an Academic Advisor for Ashford University, Clinton, Iowa and is in the process of completing her undergraduate degree this summer through Ashford University. In 2009, Larry received training for and is now assigned as the department's Field Training Officer.

Dan Simmons, Patrol Officer

Dan Simmons started with the Morrison Police Department in 2004 having previous experience with the Clinton (IA) Police Department and earning an Associate's Degree in Criminal Justice from Clinton Community College. Dan is the Evidence Officer and a Range Officer for the Department.

Curt Workman, Patrol Officer

Curt Workman started with the Morrison Police Department in 2008. He graduated from Morrison High School then attended Western Illinois University, Macomb earning a Bachelor's Degree of Applied Sciences in Law Enforcement and Justice Administration.

Jed Renkes, Patrol Officer

Jed Renkes started with the Morrison Police Department in 2008. He graduated from Morrison High School then earned an Associate's Degree in Applied Science (Criminal Justice) from Sauk Valley Community College. After graduating college, Jed worked as a guard at the Exelon Nuclear Power Plant in Cordova before joining the police department.

Part-Time Officers

The Morrison Police Department utilizes part-time officers on an "as needed" basis. Those officers are listed hereafter with the name of their full-time police agency in parentheses: Kevin Soenksen (Fulton PD), Boyd Vandellen (Retired - Whiteside County SO), Dick Wieneke (Retired - Whiteside County SO), Patrick Carney (Whiteside County SO), and Kris Schmidt (Whiteside County SO).

2009: A Year in Review

New Chief of Police! 2009 started out with the City of Morrison appointing a new Chief of Police. Brian Melton was appointed in January and began February 1. During the search process for a new Chief of Police, the City of Morrison participated in the Illinois Association of Chiefs of Police’s Linebacker Program with Tony Graff serving as the Interim Chief during the last several months of 2008.

DARE & NetSmartz Programs: This year, the Police Department again provided the DARE program for the 1st and 5th grade students. New this year, was the NetSmartz program which was provided to the 2nd and 3rd grade students along with school bus safety. NetSmartz is a national program that addresses internet use, information and safety to children. Great input was received on this program and the Police Department hopes to provide NetSmartz into the future. More information on this program can be found at www.netsmartz.org.

Carfax & TRACview – The Police Department became a participant in a crash report dissemination program with Carfax & TRACview. The program is sponsored and supported by the Illinois Association of Chiefs of Police and there are a plethora of Illinois police departments already participating. The purpose and goal of this program is to improve a current service we provide to the community, insurance companies and others wishing to obtain copies of crash reports with minimal effort by the Police Department. Essentially, the Police Department now submits copies of all crash reports to TRACview and persons requesting report copies can be referred to TRACview. TRACview then works with Carfax to collect data that we can access. No personal information is shared beyond what is publicly available. Crash reports can be obtained at www.docview.us.com.

ILETSB – Mobile Video Recording System – ILETSB Grant – The Police Department received a grant from the Illinois Law Enforcement Training and Standards Board for a new mobile video recording system. The grant paid for the system, installation and training. This grant enabled the Police Department to equip another squad vehicle with a video system. Of the five squads, two are now equipped with these systems.

Bike Patrol – Bike Patrol continued this year for the Police Department. Efforts were made to provide more Bike Patrol this year. The two most influential factors for bike patrol are weather and staffing levels. We try our best to provide as much bike patrol as possible and will continue to do so in the future.

Bike Rodeo – In 2009, the Police Department was proud to assist the Friends of the Parks organization with a Bike Rodeo that took place on Saturday, May 30, 2009 at Southside School from 10:00 am to 11: 30 am. State Farm Insurance also helped with the event. The Bike Rodeo was for children ages 3 to 16 and provided various activities to the children to improve upon their bicycle skills and promote bike safety. It was a great event and we look forward to conducting these bike rodeos in the future!

Bicycle Registration – Beginning with the Bike Rodeo, the Police Department introduced a new Bicycle Registration Program. The program is a simple, effective and inexpensive way to deter bicycle thefts and assist in the recovery and return of stolen/lost bicycles. The Police Department collects basic contact information of bicycle owners and affixes a tamper-proof and numbered registration sticker on the bicycle. The Bicycle Registration Program is available year around and is open to all residents; children and adults. To register a bicycle, simply contact the Morrison Police Department at any time.

Helmet Incentive Program – Partnership with Dairy Queen Grill & Chill – The Police Department was excited to announce a partnership that began with the Dairy Queen Grill & Chill this year. The partnership is a Helmet Incentive Program aimed to motivate children to wear helmets when riding their bicycle. Starting after the Bike Rodeo, whenever a Morrison Police Officer observed a child (between the ages of 3 and 16) riding their bicycle while wearing a helmet, the Officer rewarded the child with a token coupon worth free ice cream at the Dairy Queen. This program not only promotes bike safety, but also builds a more positive relationship between our youth and the Police Department! We are hopeful this program will last for many years to come!

Concentrated Traffic Enforcement Program – This year, the Police Department developed a new patrol program; the Concentrated Traffic Enforcement Program. The CTEP was developed to address specific public safety concerns in specific areas throughout the City of Morrison. Public input and feedback with the Police Departments assists in determining the areas and the issues to be addressed by proactive traffic enforcement. In 2009, CTEP's were conducted on High Street for speed enforcement and in School Zones for school zone violations and parking. The first two CTEPs were very effective with many compliments received and requests made for future CTEPs.

Pedestrian vs. Motor Vehicle Crash – On Wednesday, August 19, Morrison had a horrible accident. Nine year old Kaleb Banks was struck by a motor vehicle on Genesee Avenue just south of the intersection with Winfield Street. Kaleb was taken to the Morrison Community Hospital and then airlifted to Rockford Memorial Hospital. Kaleb was a very fortunate young boy who was home within a couple weeks making a slow recovery!

Fatal Construction Site Accident – On Wednesday, September 16, Morrison experienced another tragic accident. Mike Holloway (of Rock Falls) was working within the construction area along Lincolnway (US Rt. 30) at the Rock Creek Bridge construction project when a loaded dump truck struck and killed Mike. The dump truck was backing up within the site as well. The Police Department investigated the incident with no arrests made as a result of the investigation.

“A Child is Missing” Program – The Morrison Police Department joined the National Program called “A Child is Missing” (ACIM) this year. This is a program or service that provides alerts to the general public in the event that a child, elderly person (with Alzheimer’s/Dementia), disable person or college student goes missing. The program is funded by federal assistance, grants, private donations and sponsors. ACIM can send out 1,000 alert calls per minute to the surrounding area where the person was last seen. Individual agencies, counties, municipalities, etc. can purchase systems like the one ACIM uses at a significant cost that can be used for various purposes (i.e., weather alerts, water boil orders, public event reminders, public safety purposes, and more). ACIM is a free but restricted service that can be a critical and effective tool to law enforcement. We hope we never need ACIM, but we are prepared in case we do.

IACP Net – In 2009, the Morrison Police Department began subscribing to the IACP Net. This is an online resource for law enforcement that provides various databases to include solutions and best practices in law enforcement, an exclusive internet search engine, vendors and product information, policies, forms, reports, department profiles, grant opportunities, and archived documents. The IACP Net also offers a networking tool to share and seek out information from/with law enforcement nation-wide. The IACP Net is becoming a very popular and beneficial resource in public law enforcement.

Morrison Police Department now equipped with Tasers – In 2009, the Police Department was able to purchase Tasers and equip and train each full-time officer with a Taser. The funding was allocated by the City Council through the regular budgeting process. Tasers are a very effective tool that officers in Morrison are now very fortunate to have! Thank you City Council!

Grants, Grants, and More Grants - The Police Department continually seeks out alternative funding sources to purchase equipment, obtain services and support staffing levels. In 2009, the Police Department submitted applications to the U.S. Department of Justice's Bulletproof Vest Program (to equip officers with bulletproof vests), the COPS Hiring Recovery Program (to hire a School Resource Officer) and the Illinois Criminal Justice Information Authority (to purchase squad vehicles and other equipment). In addition to the grant awarded from the Illinois Law Enforcement Training and Standards Board for a new mobile video recording system, the Police Department was awarded funding through the Bulletproof Vest Program. No funding was awarded by the Illinois Criminal Justice Information Authority. We continue to await a response from the COPS Hiring Recovery Program.

Northwest Illinois Law Enforcement Executives Association - In 2009, Chief Brian Melton joined the Northwest Illinois Law Enforcement Executives Association. This association is an opportunity for Chiefs, Sheriffs, and other executive-level law enforcement officers to meet, discuss issues, and receive training. In November, the Morrison Police Department brought nearly 30 Police Chiefs and Sheriffs, along with Senator Tim Bivins, to the Morrison area by hosting a meeting at the Forest Inn. Many area law enforcement executives appreciated the meeting coming to Morrison!

Thomson Prison & ILEAS - Late in 2009, this area of Illinois received some very good news ... President Obama ordered the federal government to proceed with obtaining the Thomson Correctional Facility and to convert the site to a federal prison that will house detainees from Guantanamo Bay. The Morrison Police Department is working together with all other local-area law enforcement agencies, Illinois State Police, Illinois Emergency Management Agency, and the Illinois Law Enforcement Alarm System to address any issues/concerns and to prepare for the transition. With the federal government's plan for the site, U.S. Department of Homeland Security (DHS) funding may become immediately available to this area of Illinois for local law enforcement preparedness. Any DHS funding that would become available to this area would be administered and disseminated by ILEAS. We will be prepared to make requests when/if the opportunity arises.

Personnel Notables - In 2009, Sgt. Paul Beck celebrated 30 years with the Morrison Police Department and Officer Jed Renkes completed his first of many years (we hope) with the Police Department!

Progression and Other Activities Worth Mentioning – Along with a new Chief of Police, the Police Department's year was busy placing a new squad vehicle into service, improving its procedure in submitting its Illinois Uniform Crime Reporting and meeting those requirements, placing Police Department information on the City's PEG channel, conducting squad vehicle inventories, improving squad vehicle maintenance procedures, cleaning out the evidence room, instituting some scheduling changes, implementing new job descriptions for all officers, obtaining two new speed radars, developing new policies, and updating other policies/procedures.

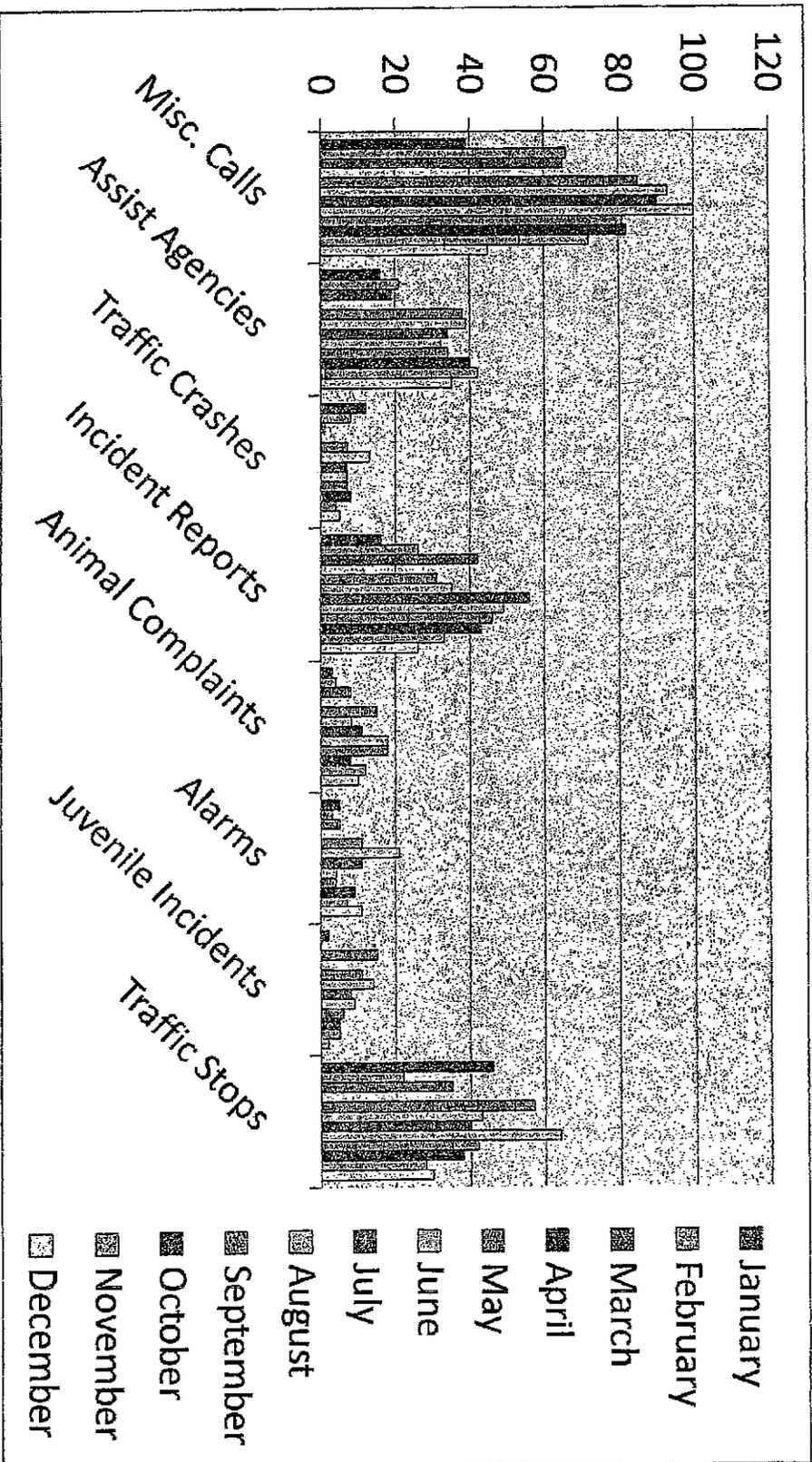
Morrison Police Department

ACTIVITY REPORT

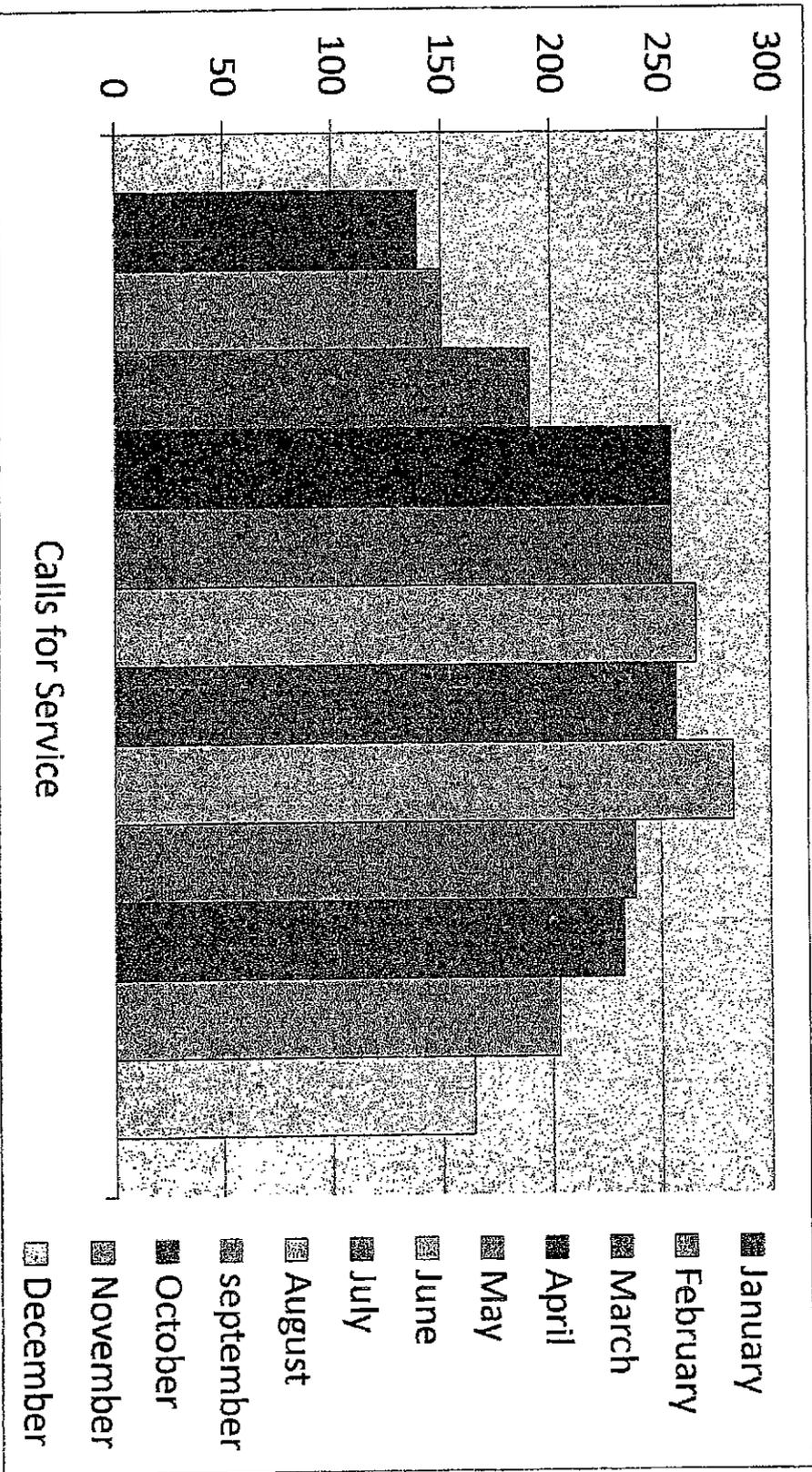
2009

Activity	Year Ending
CALLS, COMPLAINTS & REPORTS	
Calls for Service (Miscellaneous)	890
Assist Other Agencies	398
Traffic Crashes	85
Incident Reports	446
Animal Complaints	123
Alarms	101
Juvenile Incidents	86
Traffic Stops	494
Total Calls, Complaints & Reports	2633
ARRESTS	
Criminal Arrests	43
Drug Arrests	5
Traffic Citations	197
Traffic Warnings	231
Parking Violations	87
Other Ordinance Violations	3
Total Arrests	566

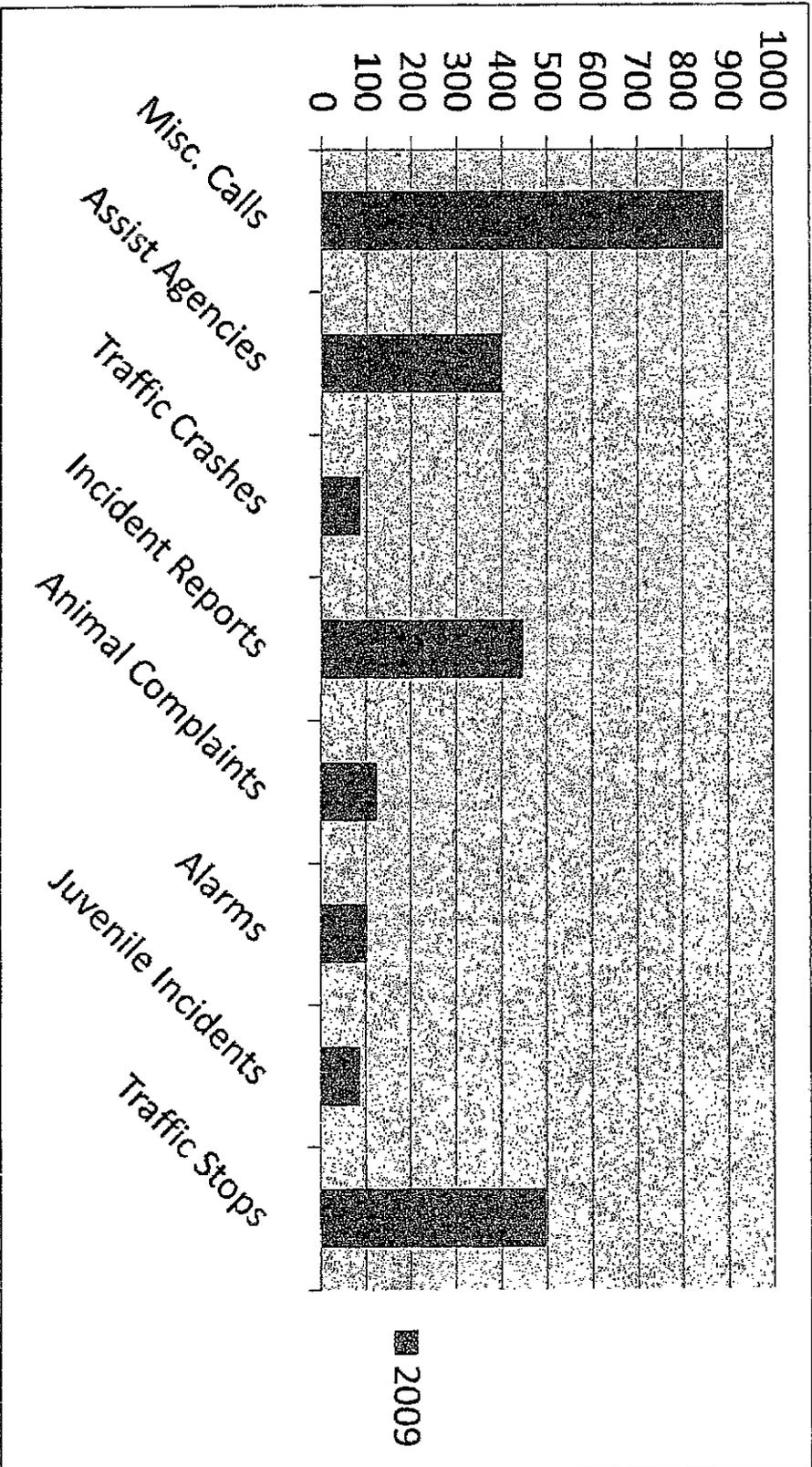
General Statistics - 2009



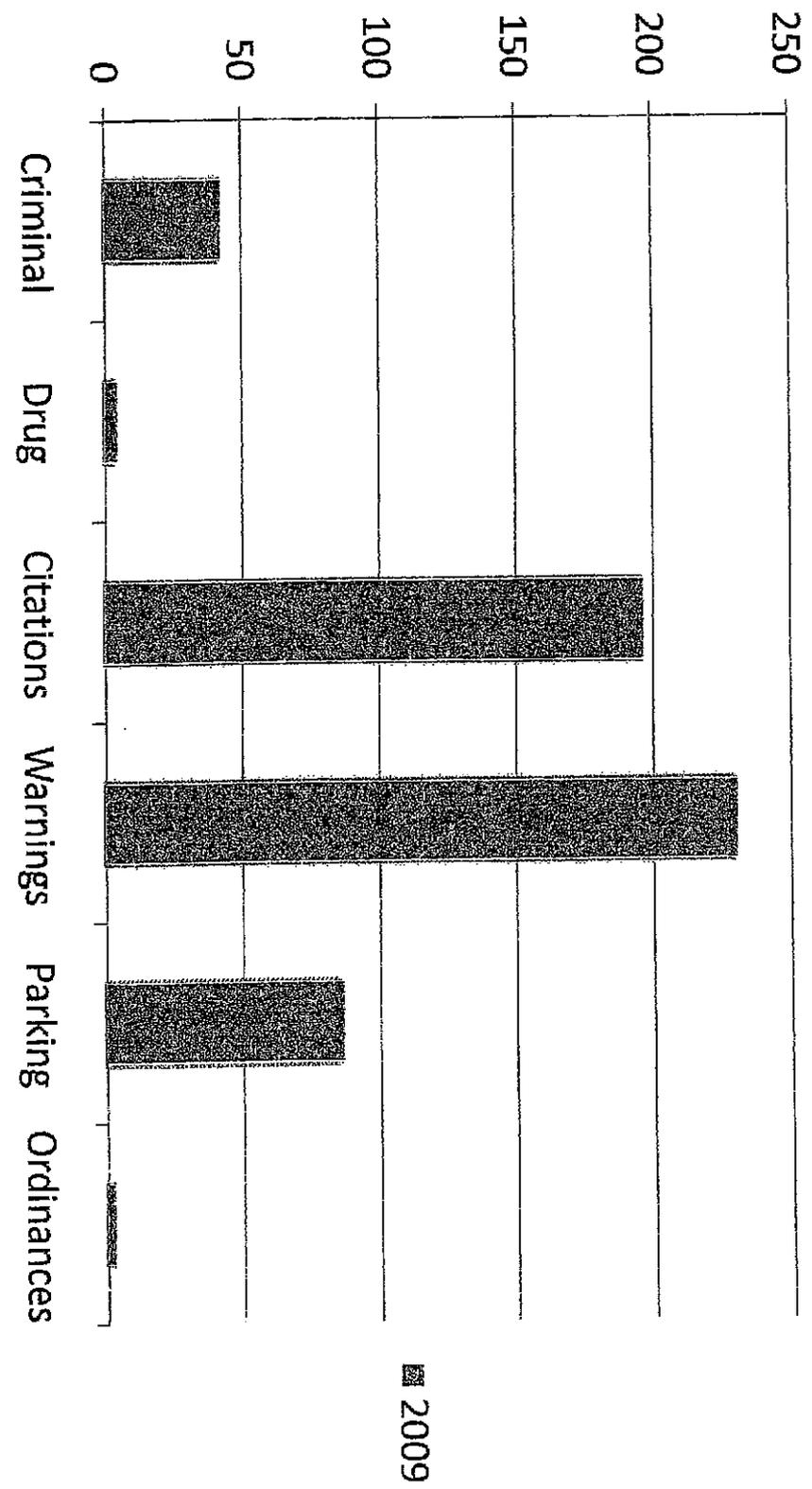
Calls for Service - 2009



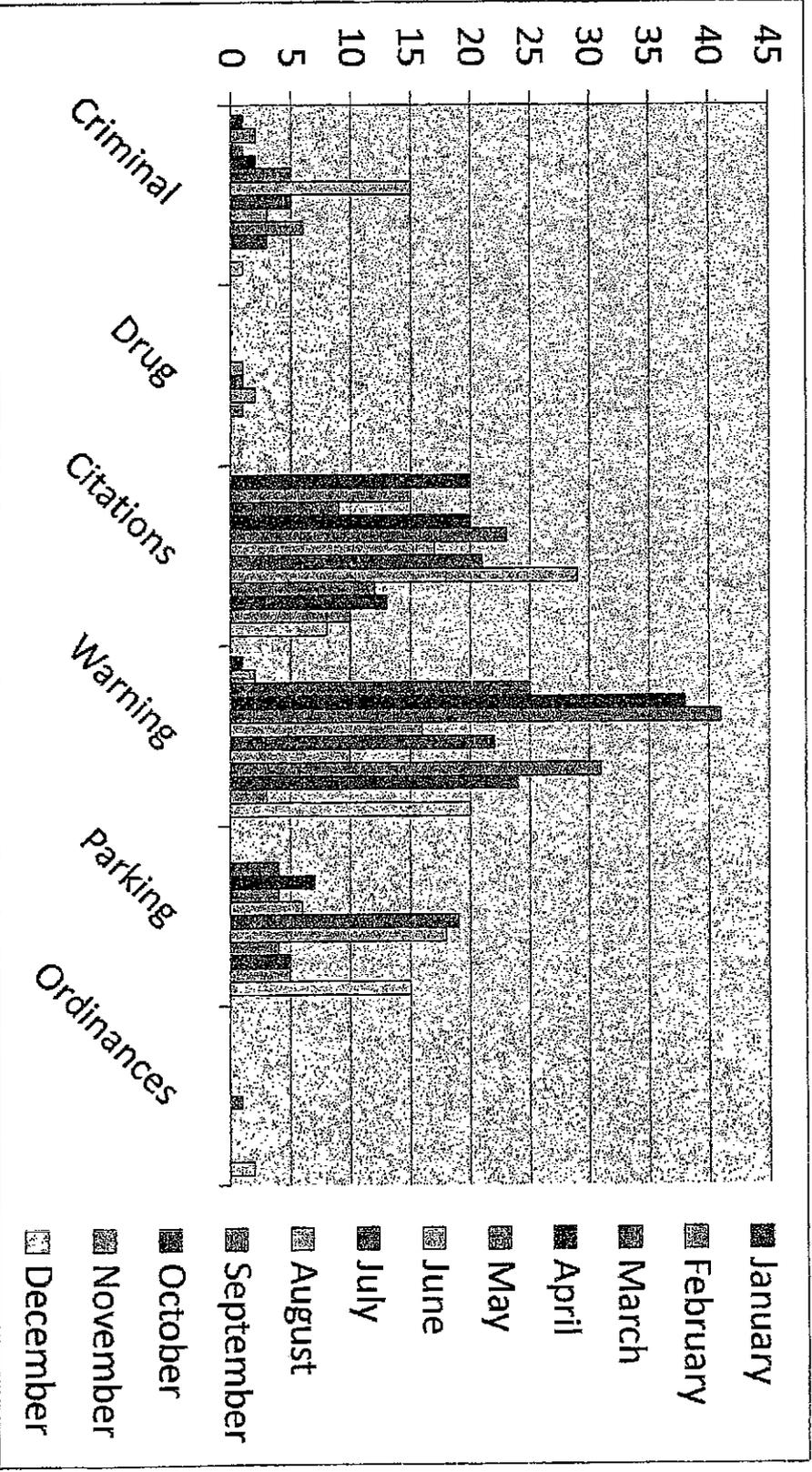
Calls for Service - Breakdown



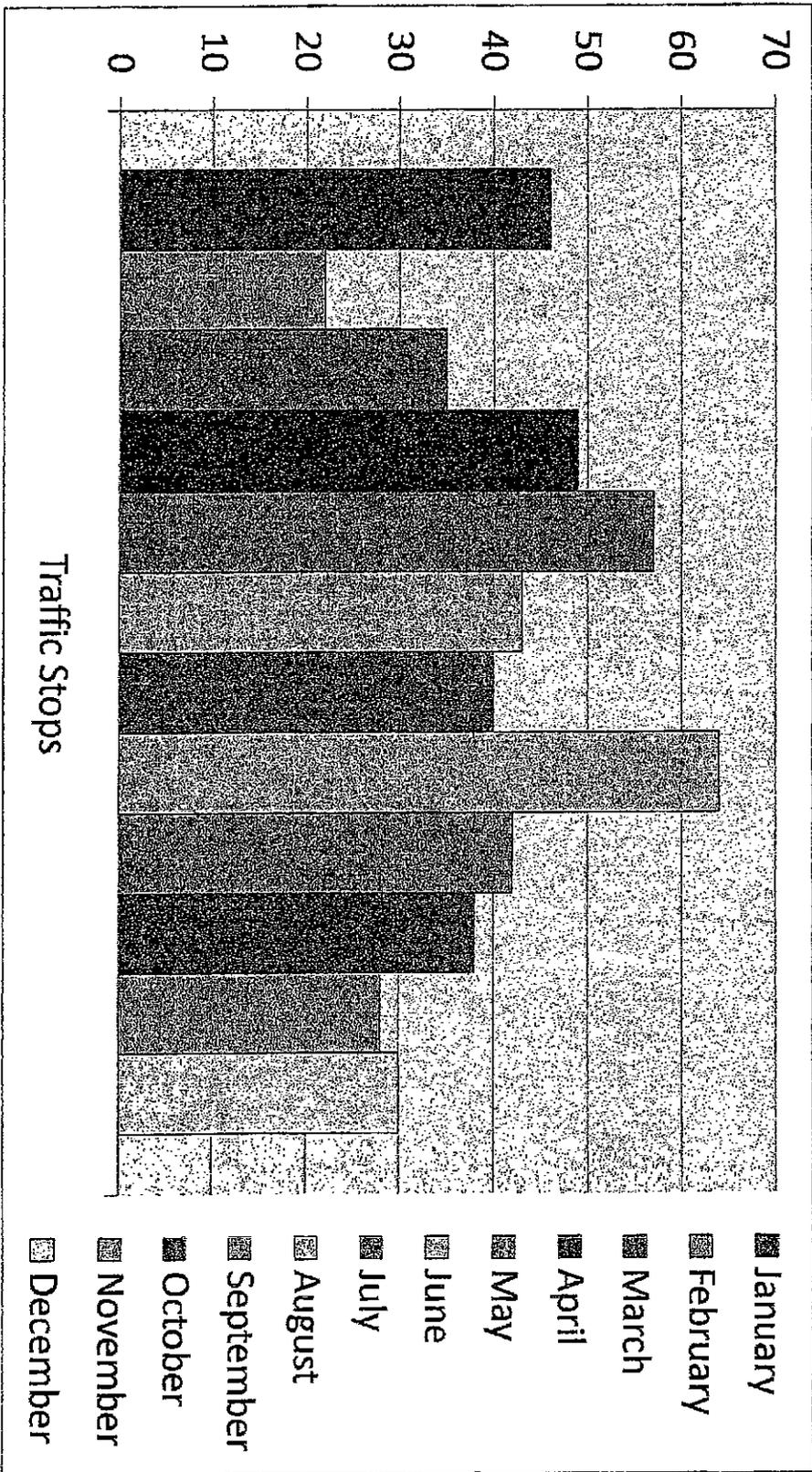
Arrests - 2009



Arrests - Monthly Breakdown



Traffic Stops - 2009



Crime Rate

Pursuant to the Illinois Compiled Statutes, each local law enforcement agency is required to report certain crimes and other information to the Illinois State Police - Uniform Crime Reporting Program Unit. The crimes reported make up the Crime Index and are identified in eight crime categories that indicate the extent of serious crime that occurs within our community. These crime categories are made up of four violent crimes against person including murder, criminal sexual assault, robbery, and aggravated assault/battery. The remaining four categories are crimes against properties including burglary, theft, motor vehicle theft, and arson. The Illinois Crime Index translates into the FBI National Program's Crime Indexes Offenses.

The Crime Rate in a number derived by a formula that indicates the prevalence of crime occurring across a given population, and in our case, the prevalence of crime occurring within Morrison. The Crime Rate is generally defined as the total number of index crimes per 100,000 inhabitants and is calculated as follows

$$\frac{\text{Crime Index Count} \times 100,000}{\text{Jurisdictional Population}} = \text{Crime Rate}$$

The percentage change indicates the increase or decrease of the volume of data represented.

$$\frac{\text{Current Figure} - \text{Previous Figure}}{\text{Previous Figure}} \times 100 = \text{Percent Change}$$

Additional information on the Crime Index and the Crime Rate at: <http://www.isp.state.il.us/crime/ucrhome.cfm>

The following page shows the Crime Rate for Morrison in comparison to other (demographically) similar communities and the State of Illinois' overall Crime Rate. These rates are for 2007 and 2008. The 2009 Crime Index statistics for Morrison as reported to the State of Illinois also follow, however the official Crime Rates for 2009 are not yet available by the State of Illinois and may not be for several months.

Crime Rate Comparisons

Municipality	2007	2008	% Rate Change
Morrison	1,215.90	1,765.40	45.2%
Savanna	2,207.90	2,137.50	-3.2%
Galena	2,090.70	1,341.70	-35.8%
Byron	2,772.60	2,005.30	-27.7%
Oregon	4,577.00	3,528.30	-22.9%
Fulton	2,617.90	2,531.30	-3.3%
State of Illinois	3,562.00	3,550.70	-0.3%

Crime Index - Uniform Crime Reporting - 2009

Index Crime Offenses	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
Criminal Sexual Assault	0	0	0	0	0	0	0	1	0	0	0	0	1
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault/Aggravated Battery	0	1	0	1	1	0	0	0	0	0	0	0	3
Burglary	1	1	0	0	1	4	1	1	1	1	1	1	13
Theft	2	2	3	7	5	3	7	5	4	4	4	4	47
Motor Vehicle Theft	0	0	0	1	0	0	1	0	0	0	0	0	2
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0

Index Crime Arrests	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
Criminal Sexual Assault	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault/Aggravated Battery	0	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0	0
Theft	0	0	1	0	0	0	0	0	0	0	0	0	1
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0

Drug Crime Arrests	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Violations of Cannabis Control Act	0	0	0	0	0	0	0	1	0	0	0	0	1
Violations of Controlled Substances Act	0	0	0	0	0	0	0	0	0	0	0	0	0
Violations of Hypodermic Syringes & Needles Act	0	0	0	0	0	0	0	0	0	0	0	0	0
Violations of the Drug Paraphernalia Act	0	0	0	0	0	1	0	0	1	0	0	0	2



NEVCO INC.
 301 E. Harris Avenue
 Greenville, Illinois 62246
 Tel: 1-800-851-4040
 Fax: 618-664-0398
 Website: www.nevco.com

SALES CONSULTANTS:

KEN & GERRY REID
 11091 Valentine Ct.
 Roscoe, IL. 61073
 TEL: 815-623-1592
 FAX: 815-623-1593
 E-mail: kenreid@nevco.com
 REP NUMBER: 039
 DATE: 10/30/09
 Revised Date: 2/11/10
MAKE PURCHASE ORDER TO:
NEVCO Inc. in Greenville, IL.

USER: MORRISON SPORTS COMPLEX
 BUILDINGS & LANDSCAPE
 220 WEST MAIN STREET
 MORRISON, IL. 61270

QUOTE TO: Mr. Jim DuBois, Morrison Sports Complex Director
 Tel: 815-535-1105
 E-mail: jdubois@morrisonil.org

BASEBALL/SOFTBALL LED-LIGHTED SCOREBOARDS

4 BASEBALL/SOFTBALL DIAMONDS – 1 DIAMOND (285' FIELD) IS FOR FAST PITCH SOFTBALL

3 x Model #1510 (10' x 4' x 8")	Appropriate for 200' Line Diamonds @ \$3,074 each	\$9,222
1 x Model #1500 (16' x 5' x 8")	Appropriate for 285' Line Diamond	\$3,997
4 x MPCX Wireless Hand Held Control	Each: \$249	\$996
4 x MPCX Wireless Receiver	Each: \$349	\$1,396
4 x MPCX Wireless Receiver Box Package	Each: \$166	\$664
2 x Carrying Case for MPCX Wireless Controls (1 Case holds 2 MPCX Controls)		\$50

Equipment Total: \$16,325
 REID's Discount: \$1,800
FINAL TOTAL: \$14,525

Freight Charge will be calculated when all scoreboards are selected and weights are totaled.

SCOREBOARD COLOR (Please Confirm): CARDINAL RED #103

NEVCO Scoreboards are UL Listed; NEVCO is Manufactured, Sold and Serviced here in ILLINOIS;
 NEVCO Has Larger Digit Sizes than most other brands; NEVCO has Free On-Site Training after Installation;
 NEVCO has Local On-Site Service w/ Union Electricians! NEVCO has highly experienced installers;
 NEVCO's Guarantee covers both Labor & Parts for all 5 Years; Many of NEVCO's scoreboards ship in 2 Weeks!

Check your Community for NEVCO Scoreboards:

Morrison High School, Morrison Jr. High and the Grade School all have NEVCO Scoreboards!

Equipment Supplier Only – Install by others – Install Quote Provided upon Request

NEVCO Scoreboards come with our Free 5 Year Guarantee.
 Wireless components come with our Free 2 Year Guarantee.



Due to large Discounting, Pricing is valid until March 19th, 2010. THANK YOU!!

NEVCO Scoreboards are Manufactured, Sold and Serviced right here in ILLINOIS!!

Nevco Total =33,045.00 Installation \$24,000 All six boards

Sportable Total= \$43,672.93

Budget=\$30,854

In House installation est. \$5000 includes \$3000 of I-Beam



NEVCO INC.
 301 E. Harris Avenue
 Greenville, Illinois 62246
 Tel: 1-800-851-4040
 Fax: 618-664-0398
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 TEL: 815-623-1592
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 E-mail: kenreid@nevco.com
 REP NUMBER: 039
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USER: MORRISON SPORTS COMPLEX
 BUILDINGS & LANDSCAPE
 220 WEST MAIN STREET
 MORRISON, IL. 61270

QUOTE TO: Mr. Jim DuBois, Morrison Sports Complex Director
 Tel: 815-535-1105
 E-mail: jdubois@morrisonil.org

BASEBALL/SOFTBALL LED-LIGHTED SCOREBOARD

1 BASEBALL DIAMOND (330' FIELD) FOR HIGH SCHOOL BASEBALL

1 x Model #1508 (18' x 6' x 8") <u>INNING-BY-INNING SCOREBOARD</u>	\$9,783
1 x MPCX Wireless Hand Held Control	\$249
1 x MPCX Wireless Receiver	\$349
1 x MPCX Wireless Receiver Box Package	\$166
1 x Carrying Case for MPCX Wireless Controls (1 Case holds 2 MPCX Controls)	\$25
Equipment Total: \$10,572	
REID's Discount: \$800	
FINAL TOTAL: \$9,772	

Freight Charge will be calculated when all scoreboards are selected and weights are totaled.

SCOREBOARD COLOR(Please Confirm): CARDINAL RED #103

If Model #1530 is wanted instead of Model #1508 – Deduct from Final Total: \$1,900
 If Model #1535 is wanted instead of Model #1508 – Deduct from Final Total: \$3,900
 FOR SCOREBOARD DETAILS PLEASE COMPARE BOARDS ON OUR WEBSITE OR IN OUR CATALOG.

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QUOTE TO: Mr. Jim DuBois, Morrison Sports Complex Director
 Tel: 815-535-1105
 E-mail: jdubois@morrisonil.org

FOOTBALL/SOCCER LED-LIGHTED SCOREBOARD

1 FOOTBALL 360'-160' FIELD FOR FOOTBALL/SOCCER

1 x Model #3500 (18' x 8' x 8") Displays: TIME/SCORES/DOWN/YARDS TO GO/ QUARTER/ POSSESSION INDICATOR all w/ <u>24" Digits</u>	\$8,759
1 x MPCX Wireless Hand Held Control	\$249
1 x MPCX Wireless Receiver	\$349
1 x MPCX Wireless Receiver Box Package	\$166
1 x Carrying Case for MPCX Wireless Controls (1 Case holds 2 MPCX Controls)	\$25
Equipment Total: \$9,548	
REID's Discount: \$800	
FINAL TOTAL: \$8,748	

Freight Charge will be calculated when all scoreboards are selected and weights are totaled.

SCOREBOARD COLOR(Please Confirm): CARDINAL RED #103

If Model #3502 (12' x 5' x 8" w/ 18" Digits) is selected over Model #3500 – Deduct from Final Total: \$2,900
 FOR SCOREBOARD DETAILS PLEASE COMPARE BOARDS ON OUR WEBSITE OR IN OUR CATALOG.

NEVCO Scoreboards are UL Listed; NEVCO is Manufactured, Sold and Serviced here in ILLINOIS; NEVCO Has Larger Digit Sizes than most other brands; NEVCO has Free On-Site Training after Installation; NEVCO has Local On-Site Service w/ Union Electricians! NEVCO's Guarantee covers both Labor & Parts for all 5 Years; Many of NEVCO's scoreboards ship in 2 Weeks!

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NEVCO Scoreboards are Manufactured, Sold and Serviced right here in ILLINOIS!!

Memo

To: Mayor Drey & Aldermen
From: Melanie Schroeder, City Clerk
Date: 2/17/2010
Re: Increase in Certified Birth & Death Certificate Fees

As Local Vital Records Registrar for the western half of Whiteside County, I am requesting the Council consider raising the fees for certified copies of Birth and Death Certificates. Fees have not been increased since 2004 and with raising costs of certificate paper, current fees barely cover the cost of the paper.

The Whiteside County Clerk and the Sterling City Clerk are also considering the same increase. All 3 Offices wish to keep their fees consistent to avoid confusion.

Currently, fees are \$10 for the first Birth Certificate copy and \$6 for each additional thereafter. Death Certificates are currently \$12 for the first copy and \$8 for each additional thereafter.

I propose that rates be increased to \$14.00 for the first Birth Certificate copy and \$6 for each additional; Death Certificates increased to \$16 for the first copy and \$8 for each additional and that this increase become effective May 1, 2010.

Thank you for your consideration.

County	Birth Certificate 1st Copy	Birth Certificate Add'l copies	Death Certificates 1st Copy	Death Certificates Add'l copies
Bureau	\$14.00	\$ 2.00	\$16.00	\$ 4.00
Carroll	\$18.00	\$ 4.00	\$20.00	\$ 4.00
Henry	\$ 7.00	\$ 4.00	\$ 9.00	\$ 6.00
Lee	\$20.00	\$ 3.00	\$30.00	\$10.00
Ogle	\$10.00	\$ 5.00	\$10.00	\$10.00
Rock Island	\$12.00	\$ 6.00	\$15.00	\$ 9.00
Stephenson	\$16.00	\$ 3.00	\$18.00	\$ 5.00
Winnebago County Clerk	\$15.00	\$ 4.00	\$17.00	\$ 6.00
Winnebago Health Department	\$12.00	\$ 4.00	\$15.00	\$ 4.00
Whiteside (incl. County Clerk, Sterling & Morrison)	\$10.00	\$ 6.00	\$12.00	\$ 8.00
Average	\$13.40	\$ 4.10	\$16.20	\$ 6.60



Tim D. Long
City Administrator
City of Morrison
200 West Main Street
Morrison, Illinois 61270-2400

February 2, 2010

*Subject: City of Morrison, Illinois - Well No. 3 and Water Treatment Plant
Abandonment - Asbestos and Lead Paint Inspection*

Dear Mr. Long:

It is our understanding that the City of Morrison plans to have Well No. 3 abandoned; and that the City will consider rehab or demolition of the well house and nearby water treatment plant facility as part of it's yet to be determined plan for Waterworks Park. Prior to any demolition/possible rehab work, the Illinois Department of Public Health requires that an asbestos inspection be performed to determine the presence and quantities of any asbestos containing building materials (ACBMs). The Asbestos Inspection Report provides a contractor the information they need to prevent the release of asbestos fibers into the atmosphere during the demolition or rehab activities. In addition, we will obtain paint chip samples from various pieces of treatment equipment and have it tested for lead content.

The following proposal outlines our scope of services to perform the Modified Phase I/II Environmental Site Assessment at the Well No. 3 facilities.

Scope of Services

- Conduct a preliminary site investigation to evaluate the potential for hazardous materials at the project site.
- Conduct a limited asbestos investigation obtaining up to fifty samples of suspected asbestos-containing building materials and submitting the samples to an analytical laboratory for analysis. Included in the investigation will be sampling of suspect lead containing paint on the existing well and water treatment plant equipment.
- Prepare a report presenting our findings.

1788 Sycamore Road

DeKalb, IL 60115

815.787.3111

Fax 815.787.7240

info@baxterwoodman.com



Tim D. Long, City Administrator
City of Morrison

February 2, 2010
091254.30 • Page 2

Our engineering fee for the stated scope of services is based upon our standard hourly rates of compensation for actual work time performed plus reimbursement for an analytical laboratory sub-contractor, and out-of-pocket expenses which is estimated to be \$5,500. No work will be performed beyond this amount without the prior written authorization of both the Director of Public Works and the City Administrator.

If this proposal is acceptable, please sign below and return one copy for our records.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "James E. Sparber".

James E. Sparber, P.E.

JES-THM:th

ACCEPTED BY: _____

DATE: _____

CITY OF MORRISON

ORDINANCE #10-04

AN ORDINANCE SETTING FORTH PROVISIONS FOR COMPLIANCE
WITH THE ILLINOIS FREEDOM OF INFORMATION ACT

Passed by the
City Council
of the
City of Morrison

This 8th day of March, 2010

Published in pamphlet form by the authority of the City Council
of the City of Morrison, Whiteside County, Illinois,
this 9th day of March, 2010

ORDINANCE #10-04

**AN ORDINANCE SETTING FORTH PROVISIONS FOR COMPLIANCE
WITH THE ILLINOIS FREEDOM OF INFORMATION ACT**

WHEREAS, the Freedom of Information Act took effect on July 1, 1984 (5 ILCS 140/1 *et seq.*) and was substantially amended by PA 96-0542 effective January 1, 2010; and

WHEREAS, such Act is intended to provide the public with greater access to the records of public bodies; and

WHEREAS, it is necessary for the City of Morrison to establish practices and procedures ensuring its full compliance with said Act, so that the public policy stated therein can be carried out effectively and efficiently with respect to the records of the City.

BE IT ORDAINED by the Mayor and the City Council of the City of Morrison, Whiteside County, as follows:

SECTION 1: The City Administrator is hereby designated as the FOIA Officer to whom all initial requests for access to the records of the City are to be referred. Such requests are to be made at the offices of the City Administrator at 200 West Main Street, Morrison Illinois, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. In the event that the City Administrator is not available during the times described above, the City Clerk is designated as the Deputy FOIA Officer to whom such initial requests are to be made. Except in instances when records are furnished immediately, the FOIA Officer, or his designees, shall receive requests submitted to the City under the Freedom of Information Act, ensure that the City responds to requests in a timely fashion, and issue responses under the Act. The FOIA Officer shall develop a list of documents or categories of records that the City shall immediately disclose upon request.

SECTION 2: Upon receiving a request for a public record, the FOIA Officer shall:

- (1) note the date the City receives the written request;
- (2) compute the day on which the period for response will expire and make a notation of that date on the written request;
- (3) maintain an electronic or paper copy of a written request, including all documents submitted with the request until the request has been complied with or denied; and
- (4) create a file for the retention of the original request, a copy of the response, a record of written communications with the requester, and a copy of other communications.

SECTION 3: The FOIA Officer and Deputy FOIA Officer shall, within six (6) months after January 1, 2010, successfully complete an electronic training curriculum to be developed by the Public Access Counselor of the State of Illinois and thereafter successfully complete an annual training program. Whenever a new Freedom of Information Officer is designated by the City, that person shall successfully complete the electronic training curriculum within 30 days after assuming the position.

SECTION 4: Any records which are the subject of a request under the Freedom of Information Act shall be retrieved from such place as they are stored, by the FOIA Officer, or by an employee of the City acting under the direction of the FOIA Officer. In no event shall records be retrieved by the party requesting them or by any person who is not employed by the City.

SECTION 5: If copies of records are requested, the fees for such copies, whether certified or not, shall be as determined from time to time by the FOIA Officer pursuant to Section 6(b) of the Freedom of Information Act. The City Clerk shall maintain a written schedule of current fees in the Clerk's office. The fees so charged shall reflect the actual cost of copying the records, and the cost of certifying copies, if certification is requested.

SECTION 6: In the event that a request to inspect City Records is denied by the FOIA Officer, the denial may be appealed to the Public Access Counselor of the State of Illinois.

SECTION 7: The City Clerk shall prepare: a City Information Directory; a block diagram of the functional Subdivisions of the City; a City Records Directory; and types of Public Records under the City's control - all of which shall be substantially in the same form as the documents attached hereto and made a part hereof. This information shall also be posted on the City's website.

SECTION 8: THIS ORDINANCE shall be in full force and effect immediately upon its passage and approval as required by law.

PASSED this 8th day of March 2010, by the Corporate Authorities of the City of Morrison, County of Whiteside Illinois, by a roll call vote as follows:

AYES:

NAYS

ABSENT

APPROVED this 8th day of March 2010, by the Mayor of the City of Morrison, County of Whiteside, Illinois.

ATTEST:

City Clerk

Mayor

MUNICIPAL INFORMATION DIRECTORY

INTRODUCTION

The City of Morrison is a general-purpose unity of local government providing various traditional municipal services to the community's 4447 residents.

Morrison operates under the MAYOR/COUNCIL form of government with an appointed City Administrator. The Mayor and City Clerk are elected to four (4) year concurrent terms of office; council members are elected to four (4) year staggered terms of office. The City Treasurer is appointed.

ORGANIZATIONAL STRUCTURE

The Mayor, Council, and City Administrator represent the primary legislative and administrative level of city government, the Mayor being the Chief Executive Officer and the City Administrator being the Chief Administrative Officer. An organizational chart is provided as an attachment.

Municipal services embrace nine (9) functional areas, including: LEGISLATIVE, ADMINISTRATION, POLICE, STREETS/ALLEYS, PARKS/FORESTRY, WATER/SEWER, CEMETERY, and RECREATION. In addition to referenced direct services, fire protection is provided on a contractual basis through the MORRISON FIRE PROTECTION DISTRICT.

Approximately 25 full-time employees and 3 regular part-time employees are in the classified service of the City; additional part-time employees are hired on a seasonal basis.

Numerous advisory boards and commissions comprise the municipal administrative organization; membership lists of said boards and commissions are attached herein.

FINANCES

The City's FY operating budget totals approximately \$3M. Revenues are generated from a variety of traditional sources, including, but not limited to, PROPERTY TAX, SALES TAX, STATE INCOME TAX, CORPORATE REPLACEMENT TAX, MOTOR FUEL TAX, and USER FEES.

LOCATION OF OFFICES

Administrative offices and the Police Department are housed at the MORRISON MUNICIPAL BUILDING, 200 West Main Street. Water/Sewer and Street Departments share a common complex located at 103 Andy Brands Drive. Water and Sewer Treatment facilities are also located within the complex.

RECORD KEEPING and ACCESS

The City of Morrison maintains current records of the following types: finance; Board & Commission agendas, packets and minutes; Council agendas, packets and minutes; ordinances; resolutions; bid documents; general correspondence; administrative reports/memoranda; building permits; revenue receipts; audits; personnel code; personnel files; officials' bonds; police records; birth and death certificates; cemetery and burial records; insurance records; payroll records; water/sewer customer records; subdivision plats; and related departmental records necessary to the operations of the City.

The cited records are housed at the Municipal Building and can be inspected on the premises. Access to said records can be obtained by written request of the FOIA OFFICER. Written requests should be addressed to the FOIA OFFICER, 200 West Main Street, Morrison, Illinois 61270, and shall specify in particular the records requested for disclosure and/or copy. Should certified copies be required, you must so indicate in your request and specify which records are to be certified.

If copies are provided, fees for any records requested are: \$.15 for each black & white, 8 ½" x 11" page (larger-sized documents may be charged a higher rate due to complexity and size of the document). Color copies in 8 ½" x 11" size are \$.25 for each page. The first 50 pages, black and white, letter or legal size copies are provided at no cost.

The first certified copy of a death certificate is \$12.00, and \$8.00 for each additional certified copy of a death certificate. The first certified copy of a birth certificate is \$10.00, and \$6.00 for each additional certified copy of a birth certificate.

Records copied to a CD or DVD will be formatted subject to reimbursement for costs of recording medium.

Color copies or copies in a size other than letter or legal shall be reimbursed to actual costs.

Costs of certifying a record will be \$1.00.

Records may be furnished without charge or at a reduced charge, as determined by the City, if the person requesting the documents states the specific purpose for the request and indicates that a waiver or reduction of the fee is in the public interest. Waiver or reduction of the fee is in the public interest if the principal purpose of the request is to access and disseminate information regarding the health, safety and welfare or the legal rights of the general public and is not for the principal purpose of personal or commercial benefit.

CITY OF MORRISON BOARDS & COMMISSIONS

LIBRARY BOARD: (9 members, staggered 3-yr terms)

Marc Adami	300 N Jackson	772 4705	2012
Don Miller	523 Christopher	772 3172	2012
Jean Zinnen	105 S Base St	772 7947	2012
Sarah Dalati	602 N Orange	772 7511	2011
Jan Horberg	706 Coralyn Dr	772-2807	2011
Marilyn Aggen	526 E High	772 2559	2011
Dr. R. Vandermyde	617 N Orange	772 3234	2010
Anne Frame	16140 Ridgewood Dr	772 7923	2010
Terry Noble	514 W Winfield	772 4086	2010

GROVE HILL CEMETERY BOARD OF TRUSTEES: (3 members, 2-yr terms)

Philip M. Renkes	1007 Glenwood Dr	772 3309	2011
Dan Vandermyde	602 Greenwood Dr	772 3546	2011
Kenneth Tenboer	1004 Hilltop Dr	772 3655	2011

CITY ATTORNEY: (1-yr term)

Lester Weinstine	311 E Main	772-7211	2010
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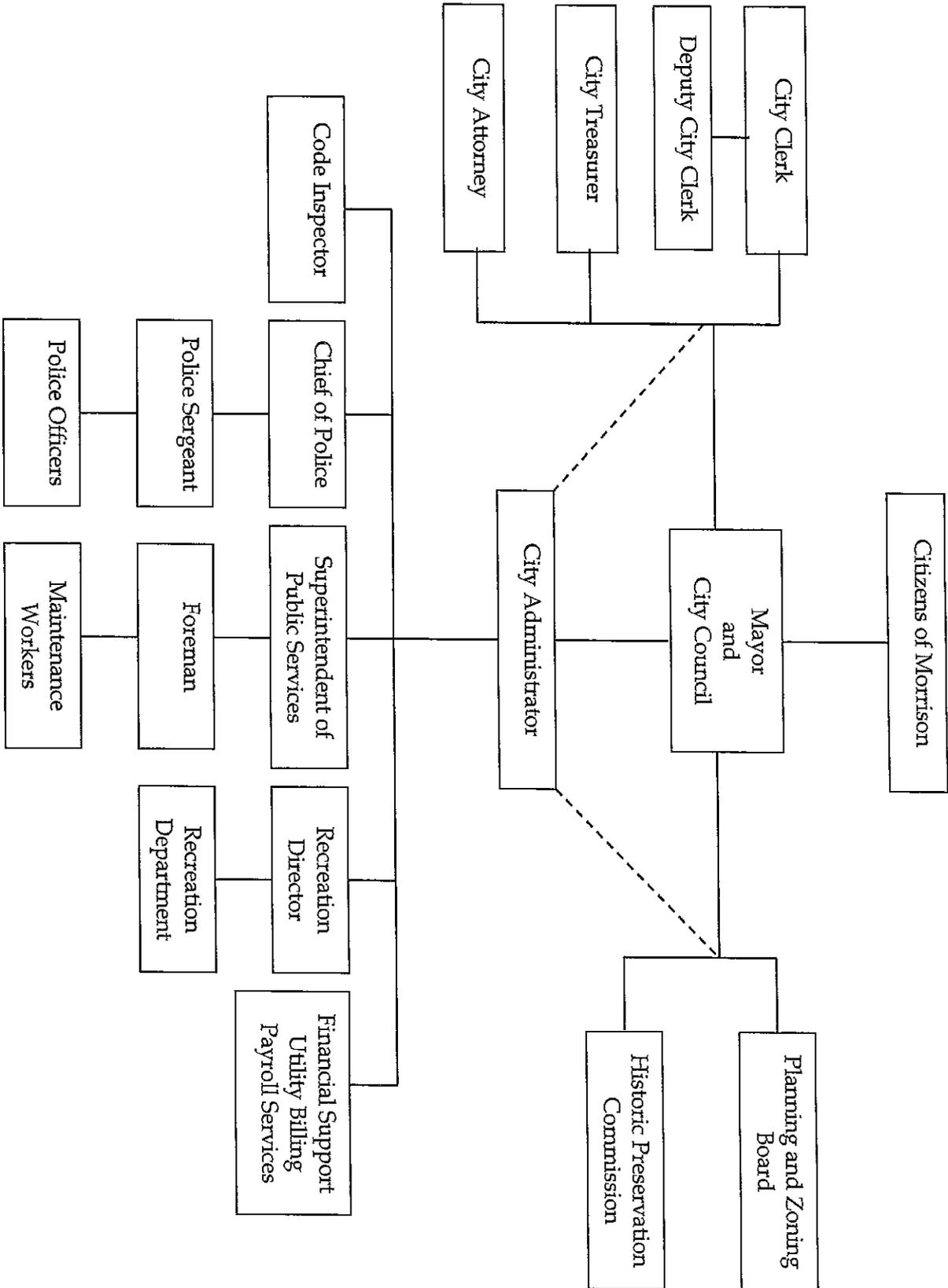
HISTORIC PRESERVATION COMMISSION: (5 members, 3-yr terms)

Don Mulnix	511 E High St #5	772-3107	2012
Tim Slavin	620 Lincolnway Ct	772-2345	2011
Roger Grau	301 S Genesee	772-4751	2011
Bill Shirk	301 E Main	772 7211	2010
Barb Benson	205 S Grape	772 7506	2010

PLANNING/ZONING BOARD: (7 members, staggered 5-yr terms)

Art Dykema	442 N Jackson	772 2317	2014
Sherri Shirk	102 Olive Street	772-3604	2013
Kevin Kuehl	403 W Main St	772-7525	2013
David Jindrich	501 W Winfield St	772-7270	2012
Robert Gale	16063 Ridgewood	772 7148	2012
Magen Mertes	16214 Ridgewood Dr	772 8220	2011
Martin Edgeton	104 S Jackson	772 4924	2010

CITY OF MORRISON ORGANIZATIONAL CHART



**Illinois Department of Agriculture
STATE OF ILLINOIS EMERALD ASH BORER COMPLIANCE AGREEMENT**

Company or Name: _____ Contact Name: Mr./Ms. _____

Mailing Address: Street _____ City/Town _____ State _____ Zip code _____

Telephone: _____ Fax: _____ E-mail: _____

County _____

Disposal or Processing Yard Location (if different than mailing address above): Street _____

City/Town _____ Zip code _____ County _____

**Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (*Agrilus planipennis*)
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)**

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles"*. When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer ½ inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

*"Regulated Articles" are hereby defined as the following:

- 1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
- 2) Ash trees (*Fraxinus spp.*) of any size;
- 3) Ash limbs and branches;
- 4) Any cut non-coniferous, hardwood firewood;
- 5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
- 6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
- 7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
- 8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature/Title _____ Date Signed _____

State Agency Official Signature _____ Compliance Agreement No: _____

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488



Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.IllinoisEAB.com or www.state.il.us/EAB.
[11/23/2009, EABComplianceAgreementVI.doc]

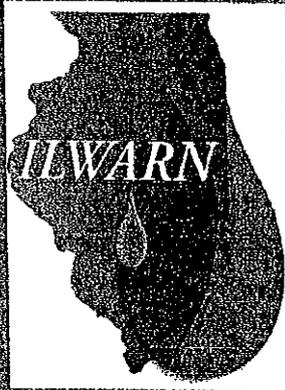
AFTER a DISASTER... WATER Means RECOVERY.

Your **COMMUNITY** can't survive without water.

Your **UTILITY** cannot help your community recover if it's out of business for weeks at a time.

ILWARN puts **YOU** in touch with the people who knew how to help other utilities.

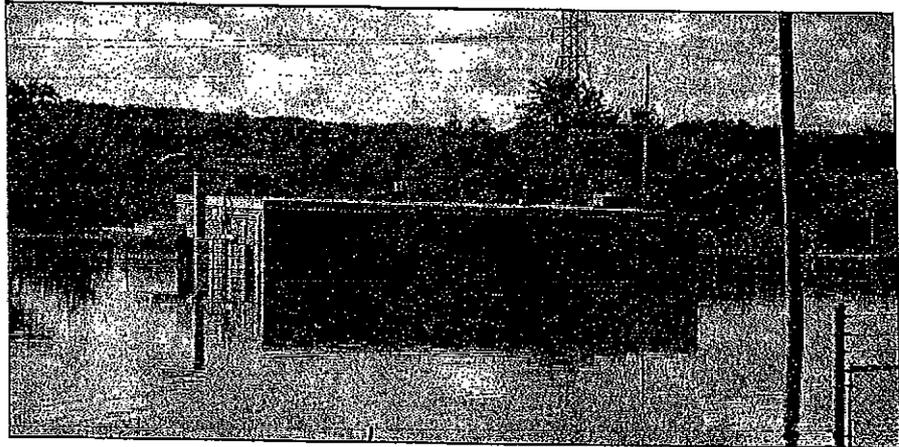
MEMBERSHIP IS FREE



545 S. Randall Road
St. Charles, IL 60474

Phone: 866-521-3595
Fax: 866-521-3691

email: info@ilwarn.org



AFTER a DISASTER...ILWARN Means WATER.

We learned from the aftermath of devastating hurricane Katrina that.....

- Without water, it is very hard to put out fires and keep order in the streets.
- Without water, it is very hard to maintain basic sanitation.
- Without water, it is hard to put a community back on its feet.

ILWARN is a utility-to-utility network that prepares for disasters, then helps member utilities recover by getting the resources - personnel and equipment - where and when they are needed.

Membership in ILWARN is FREE - so join TODAY.

ILWARN, is sponsored by the largest water organizations in the state, and, by several state and federal agencies. For quick-response, ILWARN members use the exclusive ILWARN website: **ILWARN.ORG** to request help and respond to those requests. There is no obligation to respond to an emergency. Utilities respond if they can, for as long as they can.

Find the Mutual Aid and Assistance Agreement at ILWARN.ORG



IDPH



IEPA



IWEA



US EPA



IRWA



ISAWWA



ILWARN

The Illinois Water and Wastewater Agency Response Network Frequently Asked Questions....

Q. What is ILWARN?

A. ILWARN is a utility-to-utility network that helps member water and wastewater utilities recover from disasters by getting resources - personnel and equipment - when and where they are needed.

Q. Is there a charge to participate?

A. No, registration is free and there is never a charge to be a member of ILWARN.

Q. Will I get reimbursed for my costs of labor and materials if I respond?

A. Yes, you will work out the estimate prior to responding and submit an invoice for reimbursement after the event. You are **not** required to donate any labor or materials.

Q. Can private utilities become a member and respond to requests for assistance?

A. Yes, this Mutual Aid and Assistance Agreement (MAA) is open to both private and public utilities. Utilities register online at ILWARN.ORG and submit an executed MAA.

Q. After I have registered online and submitted my Mutual Aid Agreement, how do I get help?

A. You simply post a request for help online, and those who can help will respond directly to you. There are other options including emergency phone numbers for requesting help if you are unable to go online or for after hours requests.

Q. Do I need to submit a list of my resources in order to participate?

A. No, we have a questionnaire online to gather utility information, but we do not request your resource list. You only respond to emergencies when you can assist based on your current resources available to you. There is no requirement to respond to requests.

Q. Are ILWARN mutual aid and assistance activities eligible for FEMA reimbursement?

A. FEMA reimbursement may apply only after a Presidential declaration of emergency and with the following eligibility requirements are met:

- The assistance must be requested by the utility in need;
- The work performed, supplies used, and materials consumed are directly related to the disaster and are otherwise eligible for FEMA assistance;
- The entity can provide documentation of rates and payment for services, if requested; and
- The MAA agreement is written and was in effect prior to the disaster.

Q. Where can I get more detailed information about ILWARN?

A. The ILWARN.org site contains several documents that describe and explain the process of joining this mutual aid and assistance network. Nationalwarn.org also has several documents that can assist you in making the decision to support your utility by becoming a ILWARN member.

Q. How many states are currently participating in the WARN program?

A. 42 states are using the same WARN system as ILWARN. This national framework will facilitate intrastate assistance in a large scale emergency.



IDPH



IEPA



IWEA



US EPA



IRWA



ISAWWA

Illinois Water and Wastewater Mutual Aid and Assistance Agreement

This Agreement is made and entered into by public and private Water and Wastewater Utilities in Illinois that have, by executing this Agreement, manifested their intent to participate in an Intrastate Mutual Aid and Assistance Program.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community (including Chicago) with a population over 25,000 is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in intrastate mutual aid and assistance activities conducted under the Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and waste water agencies through this Agreement if such a program were established; and

WHEREAS, some of the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of utility emergencies; and

NOW, THEREFORE, in consideration of the option of each signatory hereto to provide/receive mutual aid and assistance to/from any other signatory hereto upon the terms and conditions set forth herein, the Parties agree as follows:

SECTION I: PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, materials, services and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Mutual Aid and Assistance Program called the Illinois Water and Wastewater Agency Response Network (ILWARN). Through ILWARN, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of ILWARN.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

- A. Authorized Official – An employee or officer of a Member utility that is authorized to:
 - 1. Request assistance;
 - 2. Offer assistance;
 - 3. Refuse to offer assistance or
 - 4. Withdraw assistance under this Agreement.

- B. Emergency – A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of an ILWARN Member to fully manage and mitigate internally.

- C. Member – Any public or private Water or Wastewater Utility that manifests its intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.
 - 1. Requesting Member – A Member who requests aid or assistance under the Illinois Water and Wastewater Agency Response Network (ILWARN).
 - 2. Responding Member – A Member that responds to a request for aid or assistance under the Illinois Water and Wastewater Agency Response Network (ILWARN).
 - 3. Non-Responding Member - A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Illinois Water and Wastewater Agency Response Network (ILWARN).

- D. Associate Members – Any non-utility participant, approved by the ILWARN Steering Committee, that provides a support role for the ILWARN program, for example; Illinois Environmental Protection Agency, Illinois Emergency Management Agency, Illinois Department of Public Health, or associations, that do not sign the ILWARN Agreement.

- E. Confidential Information - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member.

- F. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, materials, services, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

- G. National Incident Management System (NIMS): A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

- H. Illinois Section AWWA (ISAWWA) - The Illinois Section of the American Water Works Association.

- I. ILWARN – The acronym for the Illinois Water and Wastewater Agency Response Network.

- J. Steering Committee – Statewide committee that shall plan and coordinate emergency planning and response activities for the Illinois Water and Wastewater Agency Response Network (ILWARN).

SECTION III: RESPONSIBILITY OF PARTIES

- A. *PROVISION OF AID.* Each Member recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Member's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Member to provide aid and assistance. A Member may choose not to render aid and assistance for any reason.
- B. *RECRUITMENT.* The Members hereby encourage each other to enlist other agencies to adopt and execute this Agreement.
- C. *IMMUNITIES.* All immunities provided by law to the Members shall be fully applicable to the Members providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

SECTION IV: OPERATIONAL PROCEDURES:

In coordination with the emergency management and public health systems of the state, the ILWARN Steering Committee shall develop operational and planning procedures for the Illinois Water and Wastewater Agency Response Network (ILWARN). These procedures shall be reviewed at least annually and updated as needed by the ILWARN Steering Committee.

SECTION V: RESPONDING MEMBER PERSONNEL

- A. National Incident Management System (NIMS) - When providing assistance under this Agreement, the Requesting Member and Responding Member should be organized and should function under the NIMS.
- B. Control - While employees may be provided under this Agreement by a Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. Food and Shelter – Whenever practical, Responding Member's personnel must be self sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member's personnel. If the Requesting Member is unable to provide food and shelter for Responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the State per diem rates for that area. To the extent food and shelter costs exceed the State per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

- D. Communication – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and utility personnel.
- E. Status - Unless otherwise provided by law, the Responding Member's officers and employees, and agents retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

SECTION VI: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such personnel, equipment or donate such personnel, equipment, materials, supplies or services to the Requesting Member without charge or cost.

- A. Personnel and Services—The Responding Member shall be reimbursed by the Requesting Member for personnel and services costs incurred for work performed during the specified Period of Assistance. Responding Member personnel and services costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member shall consider all personnel or services costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.
- B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates or rates published by the Illinois Department of Transportation (IDOT). If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates or the IDOT Equipment Rate Schedule, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on rates other than the above must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates or the IDOT rate schedule must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

- C. **Materials and Supplies** – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. **Payment Period** – Unless mutually agreed upon otherwise, the Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the sixtieth (60th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Member.
- E. **Records** - Each Responding Member and its duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers, and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost, bill or making a financial, maintenance, or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost, bill or making a financial, maintenance, or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

SECTION VII: DISPUTES

If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Member shall first attempt to resolve the dispute by negotiation, followed by mediation, and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties. Each party involved in such a controversy or claim shall bear its own costs for dispute resolution.

SECTION VIII: REQUESTING MEMBERS DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors, or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Section IX of this Agreement.

SECTION IX: SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who receive and provide assistance shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents, and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

SECTION X: WORKERS COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

SECTION XI: NOTICE OF CLAIM OR SUIT

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XII: INSURANCE

Each Member shall bear the risk of liability for its utility and the utility's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Member understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Sections VIII and IX of this Agreement to indemnify and hold the other parties to this Agreement harmless from such liability.

SECTION XIII: SECURITY

Responding Members shall reasonably comply with the Security procedures of the Requesting Members.

SECTION XIV: CONFIDENTIAL INFORMATION

To the extent provided by law, any Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, third party, or other entity requests or demands, by subpoena, Freedom of Information Act request, or otherwise, that a Member disclose any Confidential Information disclosed under this Agreement, the Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

SECTION XV: EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the Executive Director of the Illinois Section AWWA receives the Agreement. The Illinois Section AWWA shall maintain a list of all Members of the Mutual Aid and Assistance Program and maintain copies of the signed Agreement.

SECTION XVI: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Member may withdraw from this Agreement at any time by giving written notice to the Illinois Section AWWA. The notice shall not be effective until sixty (60) days after the notice has been received by the Illinois Section AWWA. A Member's withdrawal from this Agreement shall not affect that Member's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Members until such time as a Member withdraws. Failure to ratify any proposed amendment within sixty (60) days will signify a Member's withdrawal from the Agreement.

SECTION XVII: SEVERABILITY – EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement. Each of the Members declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Members that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XVIII: INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement may voluntarily participate in Mutual Aid and Assistance activities conducted under the Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

SECTION XIX: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XX: PRIOR AGREEMENTS

To the extent that prior agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the parties hereto are suspended.

SECTION XXI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

SECTION XXII: MODIFICATIONS

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a simple majority vote of all Members. The Illinois Section AWWA Executive Director

must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

SECTION XXIII: EXECUTION IN COUNTERPARTS

This Agreement is executed in counterparts. The existence of a duly executed and subsisting counterpart of this document by the Requesting Party and a duly executed and subsisting counterpart of this document by any Responding Party when on file with the ISAWWA will document the contract between the Requesting Party and any Responding Party for assistance provided to the former by the latter pursuant to the terms hereof. A Requesting or Responding Party may rely on the written certification of the ISAWWA as to the signatory status of any purported participant in the ILWARN program.

NOW, THEREFORE, the Water or Wastewater Utility listed here manifests its intent to be a Member of the Illinois Water and Wastewater Agency Response Network (ILWARN) by executing this Agreement on this _____ day of _____ 20__.

Water/Wastewater Utility: _____

By: _____

By: _____

Title: _____

Title _____

Please Print Name

Please Print Name

Approved as to form and legality

By: _____
Attorney for Utility

Please Print Name

PLEASE NOTE: Attach a copy of your ILWARN registration form to this document when you submit it. Thank you.